

February 14, 2020

VIA ELECTRONIC MAIL

Kim Muratore
Case Developer (SFD-7-5)
U.S. EPA, Region 9
75 Hawthorne Street
San Francisco, California 94105

**Re: CERCLA 104(e) Information Request Letter
Orange County North Basin Study Area, Orange County, California**

Dear Ms. Muratore:

This letter serves as Hamilton Sundstrand Corporation's ("HSC") response to the United States Environmental Protection Agency's ("EPA") December 17, 2019 Information Request pursuant to Section 104 of CERCLA ("Information Request") with respect to property located within the Orange County North Basin Study Area ("OCNB").¹ The Information Request seeks information related to alleged operations of HSC's predecessor Sundstrand Corporation, currently or formerly located at 1601 E. Orangethorpe Avenue, Fullerton, California (the "Facility").

Based on the information below and the records reviewed along with this response, HSC has conducted a thorough investigation into the allegations in the Information Request and submits there is no information supporting a conclusion that HSC or any company for which it has liability is responsible for any environmental issues related to the Facility. Therefore, HSC submits that it has no liability related to the Facility and further submits there is no evidence that HSC caused or contributed to any contamination in the OCNB.

General Objections:

1. HSC asserts all applicable privileges it has or may have with regard to EPA's requests, including the attorney-client privilege, the attorney work product doctrine, and privileges for materials that are proprietary, confidential, or trade secret.
2. HSC objects to EPA's requests on the grounds that the requests and instructions related thereto are overbroad, vague, ambiguous, not relevant and/or unduly burdensome so as to

¹ By agreement of the parties, HSC was granted extensions of time up to and including February 14, 2020 to respond to the Information Request.

exceed applicable statutory authorities and it is doubtful that a response would be reasonably likely to lead to the discovery of any relevant information.

3. HSC objects to any requirement that it produce documents that are already in the possession of the EPA or already in the public domain.
4. HSC objects to EPA's requests to the extent they require HSC to provide information that is beyond the scope of EPA's authority under Section 104 of CERCLA (42 U.S.C. 59604).
5. HSC notes that its responses to EPA's requests are qualified as being within its current knowledge after reasonable inquiry, including review of reasonably available documentation within the possession or control of HSC and discussions with knowledgeable individuals who are reasonably available to HSC at this time. HSC has conducted a good faith search of its corporate records. However, due to the passage of time and the HSC's document retention policy, certain historical documents may have been destroyed or have become otherwise unavailable. In addition, there are only a limited number of employees still working at HSC who may have personal knowledge of the matters in the Information Request. Nevertheless, HSC has made a good faith effort to locate all relevant documents and obtain information from its employees.
6. HSC reserves the right to supplement or correct its responses as new or additional information may become available, but assumes no obligation to do so.
7. As with all of our responses, please contact HSC with any further questions that may arise, as it is HSC's policy is to fully cooperate in good faith with any inquiries by government agencies.

Specific Objections

The Information Request is directed to "Hamilton Sundstrand Corporation." Due to the lengthy and complex history of HSC over a period of decades, it would be virtually impossible to answer some of the questions in the Information Request as they relate to HSC, and responses related to HSC would be overbroad, unduly burdensome and not reasonably likely to lead to relevant information. HSC has historically undergone many changes, acquiring, divesting, merging and otherwise reorganizing numerous companies.

By way of background, the present day HSC has its roots in the former Hamilton Standard Company. Hamilton Standard Company was a division of United Technologies Company ("UTC"). On February 18, 1999, HSSAIL Inc. was formed as a Delaware corporation and as a UTC subsidiary. On June 10, 1999, all of the outstanding shares of Sundstrand Corporation were merged with and into HSSAIL Inc. and the name of HSSAIL Inc. (the surviving corporation) was changed to "Hamilton Sundstrand Corporation." The assets of the Hamilton Standard division of UTC were contributed as an additional capital contribution by UTC effective January 1, 2000. UTC is the sole voting shareholder of HSC. HSC operates under the name of "Collins Aerospace." Collins Aerospace is a trade name, not a separately incorporated legal entity.

HSC has an international footprint with more than 9,000 employees working for HSC or related companies at more than 50 locations. As a result, it would be virtually impossible to provide all of the information and documents for the Information Request on behalf of HSC. Rather, since the

Information Request is clearly directed at the Facility — to the extent it was owned and/or operated by HSC or a predecessor of HSC — HSC has interpreted the Information Request as being directed to HSC, as related to the Facility.

Summary of HSCs Reasonable and Good Faith Efforts

Following receipt of the Information Request, HSC made reasonable and good faith efforts to obtain responsive information and documentation within HSC's possession, and to confer or attempt to confer with individuals that could have possessed knowledge relevant to the Information Request (collectively, "HSC's Efforts"). HSC's Efforts included: (i) multiple searches of HSC's corporate records, including those archived with Iron Mountain; (2) conversations with current and former employees of HSC and Collins Aerospace that may have had information regarding Sundstrand Aviation Operations² or the Facility;³ and (3) a title search for 1601 E. Orangethorpe Avenue, Fullerton, California.⁴ These efforts did not result in any information supporting the conclusion that HSC owned, operated, or leased the Facility or that HSC is otherwise responsible for any environmental liability related to the Facility.

Sundstrand Aviation Operations in Fullerton

In the process of completing the HSC Efforts, certain anecdotal information was discovered indicating that Sundstrand Aviation Operations was a unit or division of Sundstrand Corporation. For example, a Google search found a correspondence from Sundstrand Aviation Operations unit of Sundstrand Corporation to the General Services Administration, dated January 30, 1986 (**Attachment B**). In addition, a current HSC employee, Marietta Henry, was interviewed. She stated that she began working for Sundstrand Corporation in 1978 and recalled Sundstrand Aviation Operations having a facility in Fullerton, California at that time, but did not recall the facility's address or whether the facility was owned or leased by Sundstrand Corporation. She also stated that this facility manufactured electronics and wire harnesses, and believed that these operations later moved to Brea, California. However, the Collins Aerospace Brea facility was queried about this information and did not know of any legacy Fullerton, California operations that were relocated to Brea. In fact, the Brea facility was not opened until 2012. Another former HSC employee, Jim Rost, who was based in Sundstrand Corporation's Rockford, Illinois facility, also indicated there may have been a Sundstrand Aviation Operations facility in Fullerton, California, but did not recall anything specific about the location.

Other documents indicating that Sundstrand Corporation may have had a facility somewhere in or around Fullerton, California were discovered as a result of a Google search. These documents

² EPA's nexus documents purportedly refer to "Sundstrand Aviation Operations."

³ These individuals included: Karen Melloch (former Sundstrand Corporation Accountant — no longer an employee); Scott Moyer (former HSC Remediation Specialist — no longer an employee); Victoria Haines (former HSC In-house Counsel — no longer an employee); Marietta Henry (HSC Associate Director, Financial Planning and Analysis); James Rost (former HSC EH&S Director — no longer an employee); Kathy Eliason (Collins Aerospace Workers' Compensation Specialist); Trupti Bhatt (Collins Aerospace Senior EH&S Advisor).

⁴ Attached hereto as **Attachment A**. HSC found no information supporting the conclusion that HSC has had a relationship with the entities mentioned in the title search results.

include: the Department of Toxic Substances Control's EPA ID Profile (**Attachment C**) and EPA's Enforcement and Compliance History Online Detailed Facility Report (**Attachment D**); a 2019 Envirosearch Corporation Government Records Report (Sample) for 1551 East Orangethorpe Avenue, Fullerton, California (**Attachment E**);⁵ and a 1988 decision in *PPG Industries, Inc. v. Sundstrand Corporation*, 681 F. Supp. 287 (W.D. Penn, March 7, 2988) (**Attachment F**).⁶

Notwithstanding the information and documents outlined above, HSC has no knowledge of any environmental conditions that may exist on, at, or around the Facility or any knowledge of any environmental conditions on, at, or around the Facility that might be associated with any HSC operations or actions that might have taken place at the Facility.

Subject to the foregoing privileges, reservations, objections, and background, HSC responds to EPA's Information Request as follows:

1. State the full legal name, address, telephone number, email address, and position(s) held by any individual answering any of these questions on behalf of Hamilton Sundstrand Corporation, its predecessor Sundstrand Corporation, and any of their affiliated entities ("the Company").

Response to Question 1:

Kristen W. Sherman, Esq.
Associate General Counsel
Collins Aerospace
One Hamilton Road, MS-1-1-BC18
Windsor Locks, CT 06096
Tel: (860) 654-5813
E-mail: Kristen.Sherman@collins.com

2. Identify the individuals who are or were responsible for environmental matters at the Company's facility located at 1601 E. Orangethorpe Avenue, Fullerton, California (the "Facility") during its operation at this address. Henceforth, the term "Facility" shall be interpreted to include both the real property at 1601 E. Orangethorpe Avenue and any improvement thereto. For each individual responsible for environmental matters, provide his/her full name, current or last known address, current or last known telephone number, position titles, and the dates the individual held such positions.

Response to Question 2: Except as otherwise described above, HSC's Efforts have not yielded any information or documents about the Facility operations or its

⁵ References to Sundstrand Aviation Operations at 1601 East Orangethorpe Avenue are located on pages 3, 20, and 134 to 137 of the document.

⁶ Under the "Facts" section of the decision, the court states that Sundstrand Corporation acquired Task Corporation between 1976 and 1977 and that at the time of acquisition Task Corporation had a facility in Fullerton, California. The Task Corporation acquisition documents have been reviewed. The acquisition was a stock purchase. No real property, leases, or operations of Task Corporation were identified as located in Fullerton, California or at the Facility. Task Corporation did own, and Sundstrand Corporation did acquire, property on Orangethorpe Avenue in Placentia, California.



personnel, including any information or documents that are responsive to this request. There is no information to suggest that HSC or any predecessor company for which it may have liability owned, operated, or leased the Facility. Even if such information or documents exist, there is no information to suggest that HSC has present liability for historical environmental matters arising out of the Facility.

3. Identify all current and former employees who have knowledge of the Company's operations at the Facility that relate to the creation, use, storage, or disposal of PCE, TCE, 1,1,1-TCA, 1,1-DCE, 1,4-dioxane, or perchlorate. This includes individuals whose job functions included operations which utilized or generated these hazardous substances, or who were responsible for storing/filling/disposing of hazardous substances and/or wastes containing the above-identified chemicals. For each individual, provide his/her full name, current or last known address, current or last known telephone number, position title, and the dates the individual held such position.

Response to Question 3: Please see Response to Question No. 2 above.

4. Identify all current and former employees who have knowledge of the Company's operations at the Facility that relate to the physical layout of each operational area of the Facility, who could explain the day-to-day flow of the operations, and who know the location of physical features such as clarifiers, degreasers, and above and below ground storage tanks. For each individual, provide his/her full name, current or last known address, current or last known telephone number, position title, and the dates the individual held such position.

Response to Question 4: Please see Response to Question No. 2 above.

5. Explain the Company's present corporate status (e.g., active, suspended, defunct, merged, dissolved) as well as its operational status (e.g., whether and where business operations are occurring).

Response to Question 5: The Company is active. HSC objects to the remainder of this request on the grounds that it is overbroad, vague, ambiguous, not relevant and/or unduly burdensome so as to exceed applicable statutory authorities and it is doubtful that a response would be reasonably likely to lead to the discovery of any relevant information. As noted above, HSC has extensive business operations worldwide, none of which have any relationship to the Facility.

6. Provide the date and in which State the Company was incorporated, formed, or organized.

Response to Question 6: HSC was incorporated in Delaware on February 18, 1999.

7. Identify the dates the Company, under any of its current or former business structures, owned and/or operated the Facility.

Response to Question 7: Please see Response to Question No. 2 above.

8. Identify the business structure (e.g., sole proprietorship, general partnership, limited partnership, joint venture, or corporation) under which the Company currently exists or operates, and identify each business structure under which it existed or operated while at the Facility location. For each business structure and name under which the Company has existed or operated at the Facility, provide the corresponding dates that it existed or operated under that business structure and name.

Response to Question 8: HSC is a corporation. Upon information and belief Sundstrand Aviation Operations was for a period of time a unit or a division of Sundstrand Corporation. See also Response to Question No. 2 above.

9. If the Company operated at the Facility as a subsidiary, division, or other business unit of a different corporation, provide this information and identify where it fits into the larger company's structural organization.

Response to Question 9: Please see Response to Question No. 2 above.

10. If the Company is now using or has ever used a fictitious business name while operating at the Facility, identify the fictitious names and the owners of each fictitious name.

Response to Question 10: Please see Response to Question No. 2 above.

11. If the Company sold the Facility property, provide the date on which the Facility property was sold and the buyer's name. To the extent known, indicate whether you understood that the buyer planned to continue the same or similar business operations at the Facility to that conducted by the Company. To the extent you are aware of any operational changes planned by the buyer regarding operations that involve the use, storage, or disposal of PCE, TCE, 1,1-DCE, 1,1,1-TCA, 1,4-dioxane, or perchlorate (e.g., plans to add or dismantle clarifiers, change the types of solvents being used), include this information.

Response to Question 11: Please see Response to Question No. 2 above.

12. If the Facility was previously operated by other parties prior to the Company's operations, describe those previous operations to the extent known. Describe any physical changes the Company made to the Facility over the period of time that the Company operated at the Facility and describe any changes made to operations that either increased or decreased the use or disposal of PCE, TCE, 1,1-DCE, 1,1,1-TCA, 1,4-dioxane, or perchlorate.

Response to Question 12: Please see Response to Question No. 2 above.

13. For any period of time in which the Company owned the Facility under any of its current or former business structures, provide the name, address, and phone number of any tenants and/or lessees.

Response to Question 13: Please see Response to Question No. 2 above.



14. For any period of time in which the Company, under any of its current or former business structures, operated at, but did not own, the Facility, provide the name, address, and phone number of the Facility's owner and/or lessor.

Response to Question 14: Please see Response to Question No. 2 above.

15. Describe the size of the Facility, the approximate number of people employed by the Company at the Facility over time, and any products manufactured or services performed at the Facility. Describe any significant change in Facility size, the Company's number of employees, and the products manufactured or services performed over time.

Response to Question 15: Please see Response to Question No. 2 above.

16. Provide a map of the Facility showing the locations of significant buildings and features at the time that the Company occupied the Facility. Indicate the locations of any maintenance shops, machine shops, degreasers, clarifiers, plating areas, painting areas, cooling towers, liquid waste tanks, chemical storage tanks, and fuel tanks. Provide a physical description of the Facility and identify the following:
- Surface structures (e.g., buildings, tanks, containment areas, storage areas);
 - Subsurface structures (e.g., underground tanks, sumps, pits, clarifiers);
 - Past and present stormwater drainage system and sanitary sewer system, including septic tanks and subsurface disposal fields;
 - Any and all additions, demolitions, or changes of any kind to physical structures on, under, or about the Facility or to the property itself (e.g., excavation work) and the dates on which such changes occurred; and
 - The location of all waste storage or waste accumulation areas as well as waste disposal areas (e.g., dumps, leach fields, burn pits).

Response to Question 16, Subparts a through e: Please see Response to Question No. 2 above.

17. Indicate on a map of the Facility or in narrative form each location where any of the following chemicals were used, stored, generated, spilled, or disposed of: PCE, TCE, 1,1-DCE, 1,1,1-TCA, 1,4-dioxane, or perchlorate. Describe any manufacturing or treatment processes in which any of these chemicals were used.

Response to Question 17: Please see Response to Question No. 2 above.

18. Provide copies, both originals and updates, of hazardous material business plans and chemical inventory forms submitted to city, county, and/or state agencies for the Facility.

Response to Question 18: Please see Response to Question No. 2 above.



19. Provide a list of all chemicals and hazardous substances used at the Facility that contained any of the following: PCE, TCE, 1, 1-DCE, 1, 1, 1-TCA, 1, 4-dioxane, or perchlorate.

Response to Question 19: Please see Response to Question No. 2 above.

20. For any PCE, TCE, 1, 1-DCE, 1, 1, 1-TCA, 1, 4-dioxane, or perchlorate used at or transported to or from the Facility, identify and provide the following information:
- The trade or brand name, chemical composition, and quantity used for each chemical or hazardous substance;
 - The locations where each chemical or hazardous substance is or was used, stored, and disposed of;
 - The kinds of wastes (e.g., scrap metal, construction debris, motor oil, solvents, waste water), the quantities of wastes, and the methods of disposal for each chemical, waste, or hazardous substance;
 - The quantity purchased (in gallons) and the time period during which it was used; and
 - Copies of Material Safety Data Sheets for all hazardous substances used that contain any of these chemicals.

Response to Question 20: Please see Response to Question No. 2 above.

21. Provide copies of all investigation and sampling reports containing environmental data or technical or analytical information regarding soil, water, and air conditions at the Facility, including, but not limited to, data or information related to soil contamination, soil sampling, soil gas sampling, geology, groundwater, surface water, and hydrogeology.
- State whether the documents provided represent a complete listing of all soil, soil gas and groundwater sampling conducted at the Facility. If you are aware of any other investigations or sampling reports for which the Company does not have a copy, describe the date and type of sampling conducted, and provide information on where EPA might obtain the report and related documents.
 - State whether the Company is aware of any planned future soil, soil gas, or groundwater sampling at the Facility, and if so, please explain.

Response to Question 21: Please see Response to Question No. 2 above.

22. Identify and provide copies of all agency orders, correspondence, and/or workplans that discuss proposed soil, soil gas, and/or groundwater sampling at the Facility for which the sampling was never conducted. Explain to the extent of your knowledge why the proposed sampling was not conducted.

Response to Question 22: Please see Response to Question No. 2 above.

23. Provide copies of any due diligence reports or property transfer assessments related to the Facility.



Response to Question 23: Please see Response to Question No. 2 above.

24. Identify, and provide the following information for, all groundwater wells located at the Facility:
- a. A map with the specific locations of the groundwater wells;
 - b. Dates of well construction;
 - c. Depth to groundwater, depth of well, and depth to and of screened intervals;
 - d. Uses of each well;
 - e. Date each well was abandoned, if applicable;
 - f. Date each well was sampled;
 - g. All constituents analyzed for during groundwater sampling events; and
 - h. All groundwater sampling results, reports of findings, and analytical data.

Response to Question 23, Subparts a through h: Please see Response to Question No. 2 above.

25. Provide copies of any applications for permits or permits received for the Facility under any local, state, or federal environmental laws and regulations, including any waste discharge permits (e.g., national pollutant discharge elimination system [NPDES] permits).

Response to Question 25: Please see Response to Question No. 2 above.

26. For each waste stream generated at the Facility, describe the procedures for (a) collection, (b) storage, (c) treatment, (d) transport, and (e) disposal of the waste stream.

Response to Question 26: Please see Response to Question No. 2 above.

27. If the Company discharged any of its waste stream at the Facility to the sewer, provide copies of all permits and all analyses performed on discharged water, and identify all locations where waste streams were discharged.

Response to Question 27: Please see Response to Question No. 2 above.

28. Provide a detailed description of all pre-treatment procedures performed on waste streams at the Facility prior to transport to a disposal site.

Response to Question 28: Please see Response to Question No. 2 above.

29. Describe the method used by the Company to remove waste streams from sumps at the Facility.

Response to Question 29: Please see Response to Question No. 2 above.



30. Identify all wastes stored at the Facility prior to shipment for disposal. Describe the storage procedures for each waste stored.

Response to Question 30: Please see Response to Question No. 2 above.

31. Identify all leaks, spills, or other releases into the environment of any hazardous substances or pollutants or contaminants that have occurred at or from the Facility. Identify and provide supporting documentation of:
- a. The date each release occurred;
 - b. The cause of each release;
 - c. The amount of each hazardous substance, waste, or pollutant or contaminant released during each release;
 - d. Where each release occurred and what areas were impacted by the release; and
 - e. Any and all activities undertaken in response to each release, including the notification of any local, state, or federal government agencies about the release.

Response to Question 31, Subparts a through e: Please see Response to Question No. 2 above.

32. Provide copies of any correspondence between the Company and local, state, or federal authorities concerning the use, handling, or disposal of PCE, TCE, 1,1,1-TCA, 1,1-DCE, 1,4-dioxane, or perchlorate at the Facility, including but not limited to any correspondence concerning any of the releases identified in response to the previous question.

Response to Question 32: Please see Response to Question No. 2 above.

Conclusion

Based on the foregoing, HSC submits that there is no information available documenting that HSC owned, operated, or leased the Facility, or that HSC is responsible for any environmental conditions or liabilities related to the Facility. We would appreciate you providing HSC with copies of the documents EPA believes establish a nexus between HSC and the Facility as well as any documents indicating that the Facility caused or contributed to the OCNB Study Area contamination.

Please direct any future correspondence on this matter to me. Should you have further questions or wish to discuss this response, please do not hesitate to contact me directly at (860) 654-5813.

Very truly yours,

KRISTEN W. SHERMAN

Enclosures (Attachments A through F)

ATTACHMENT A



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-999750-CLE

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-999750-CLE

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Commitment No.: NCS-999750-CLE

Property Address: 1601 East Orangethorpe Avenue, Fullerton, CA

Revision No.:

Issuing Office: Skylight Tower, 1660 West 2nd Street, Suite 700, Cleveland, OH 44113

Issuing Office File No.: NCS-999750-CLE

Escrow Officer/Assistant: Colette Diddle/Janine Djuric

Phone: (216)802-3505/(216)802-3515

Email: cdiddle@firstam.com/jdjuric@firstam.com

Title Officer/Assistant: /

Phone: /

Email: /

SCHEDULE A

1. Commitment Date: January 29, 2020 at 8:00 AM
2. Policy to be issued:
 - (a) ☒ To Be Determined
Proposed Insured: To Be Determined
Proposed Policy Amount: \$ TBD
 - (b) ☒ To Be Determined
Proposed Insured: To Be Determined
Proposed Policy Amount: \$ TBD
 - (c) ☐ ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple as to Parcel 1, an Easement as to Parcel 2.
4. [The Title is, at the Commitment Date, vested in:](#)

McKenna Equities, LLC, a California limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-999750-CLE

Commitment No.: NCS-999750-CLE

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Releases(s) or Reconveyance(s) of Item(s): 13
- F. Other: None
- G. You must give us the following information:
 - a. Any off record leases, surveys, etc.
 - b. Statement(s) of Identity, all parties.
 - c. Other: None

The following additional requirements, as indicated by "X", must be met:

- ☒ H. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by the company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- ☐ I. An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

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- ☒ J. The following LLC documentation is required from:
- (i) a copy of the Articles of Organization
 - (ii) a copy of the Operating Agreement, if applicable
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Company Consent to the current transaction
- ☐ K. The following partnership documentation is required :
- (i) a copy of the partnership agreement, including all applicable amendments thereto
 - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iii) express Partnership Consent to the current transaction
- ☐ L. The following corporation documentation is required:
- (i) a copy of the Articles of Incorporation
 - (ii) a copy of the Bylaws, including all applicable Amendments thereto
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Corporate Resolution consenting to the current transaction
- ☒ M. Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met: Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- ☐ N. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- ☒ O. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- ☐ P. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
- ☐ Q. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

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- ☐ R. Financial statements from the appropriate parties must be submitted to the Company for review.
- ☐ S. A copy of the construction contract must be submitted to the Company for review.
- ☐ T. An inspection of the Land must be performed by the Company for verification of the phase of construction.
- ☐ U. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-999750-CLE

Commitment No.: NCS-999750-CLE

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
8. General and special taxes and assessments for the fiscal year 2019-2020.
First Installment: \$34,985.39, PAID
Penalty: \$0.00

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Second Installment: \$34,985.39, OPEN
Penalty: \$0.00
Tax Rate Area: 03-090
A. P. No.: 073-110-54

9. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
10. An easement for sewer and appurtenant structures and incidental purposes, recorded March 09, 1967 in [Book 8194, Page 527](#) of Official Records.
In Favor of: City of Fullerton
Affects: As described therein
11. The terms, provisions and easement(s) contained in the document entitled "Driveway Easement Agreement" recorded August 14, 2003 as Instrument No. [2003-979583](#) of Official Records.
12. The terms, provisions and easement(s) contained in the document entitled "Turnaround Easement Agreement" recorded August 14, 2003 as Instrument No. [2003-979584](#) of Official Records.
13. A Deed of Trust to secure an original indebtedness of \$4,200,000.00 recorded October 25, 2013 as Instrument No. [2013000599214](#) of Official Records.
Dated: October 18, 2013
Trustor: McKenna Equities, LLC, who acquired title as McKenna Equities, LLC, a California limited liability company
Trustee: Citizens Business Bank
Beneficiary: Fidelity National Title Company, a corporation

A document entitled "Assignment of Leases and Rents" recorded October 25, 2013 as Instrument No. [2013000599215](#) of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust.

14. The terms and provisions contained in the document entitled "Hazardous Substances Certificate and Indemnity Agreement" recorded October 25, 2013 as Instrument No. [2013000599216](#) of Official Records.
15. The terms and provisions contained in the document entitled "Subordination, Nondisturbance and Attornment Agreement" recorded October 25, 2013 as Instrument No. [2013000599217](#) of Official Records.
16. An easement for public utility and incidental purposes, recorded April 16, 2014 as Instrument No. [2014000143777](#) of Official Records.
In Favor of: Southern California Edison Company, a corporation, its successors and assigns
Affects: As described therein

Terms and provisions contained in the above document.

17. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
18. Rights of parties in possession.

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INFORMATIONAL NOTES

ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a commercial structure known as 1601 East Orangethorpe Avenue, Fullerton, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted thereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of this Commitment or the Policy, if any, to which the map is attached.

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First American

ISSUED BY

First American Title Insurance Company

File No: NCS-999750-CLE

Exhibit A

File No.: NCS-999750-CLE

The Land referred to herein below is situated in the City of Fullerton, County of Orange, State of California, and is described as follows:

PARCEL 1:

PARCEL 1 OF PARCEL MAP, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED IN [BOOK 7, PAGE 2](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THAT PORTION THEREOF INCLUDED WITHIN THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL GAS, OIL, OTHER HYDROCARBONS AND MINERALS LYING IN, ON OR UNDER SAID LAND, TOGETHER WITH THE RIGHT, AS HEREINAFTER LIMITED, TO DRILL, RE-DRILL, DEEPEN, COMPLETE AND MAINTAIN WELL HOLES UNDER, THROUGH AND BEYOND, AND TO DRILL AND EXPLORE, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR), AND OTHER MINERALS FROM AND THROUGH SAID PROPERTY, TOGETHER WITH THE RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL THE ABOVE MENTIONED PURPOSES, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY, EXCEPT BENEATH A DEPTH OF 500.00 FEET BELOW THE PRESENT SURFACE OF SAID REAL PROPERTY, AS RESERVED BY MARION E. VAN BUSKIRK, A MARRIED WOMAN IN DEED RECORDED JUNE 06, 1966.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR DRIVEWAY AND OTHER PURPOSES, ALL AS DESCRIBED IN "TURNAROUND EASEMENT AGREEMENT" DATED AUGUST 12, 2003 AND RECORDED AUGUST 14, 2003 AS INSTRUMENT NO. [2003000979584](#) OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

For conveyancing purposes only: APN 073-110-54

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WITNESS their hands this ~~Twenty-seventh~~ 4th day of ~~February~~ March 3, 1946.
 U.S.I.R.S. \$1.10
 Cancelled

Beatrice M. Anderson
 Annie Anderson Crowl
 Isabel C. Andrews
 Donald M. Anderson
 Elizabeth J. Anderson Kohlenberger
 James M. Anderson

STATE OF CALIFORNIA,)
 County of Los Angeles) ss. On this 4th day of March, A.D., 1946, before me, the under-
 signed a Notary Public in and for said County and State,
 personally appeared Beatrice M. Anderson, known to me (or proved to me on the oath of -),
 to be the person whose name is subscribed to the within instrument, and acknowledged to me
 that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
 day and year in this certificate first above written.

((SEAL))

Laura Knox Notary Public
 in and for said County and State.
 My Commission Expires May 6, 1948.

STATE OF CALIFORNIA,)
 County of Orange) ss. On this 8th day of March A.D., 1946, before me, Gerald W.
 Ritchie a Notary Public in and for said County and State,
 personally appeared Annie Anderson Crowl and Isabel C. Andrews, known to me, (or proved to
 me on the oath of -), to be the persons whose name are subscribed to the within instrument,
 and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
 day and year in this certificate first above written.

((SEAL))

Gerald W. Ritchie Notary Public
 in and for said County and State.
 My Commission expires Sept. 24, 1947.

STATE OF CALIFORNIA,)
 County of San Diego,) ss. On this 12th day of March, 1946, before me, Eugenia E. Casbere
 a Notary Public in and for the said County of San Diego, State
 of California, residing therein, duly commissioned and sworn, personally appeared Donald M.
 Anderson personally known to me to be the person whose name is subscribed to the within instru-
 ment, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my
 office in the County of San Diego, the day and year in this certificate first above written.

((SEAL))

Eugenia E. Casbere Notary Public
 in and for the County of San Diego, State of
 California.
 My Commission expires April 24, 1949.

STATE OF CALIFORNIA)
 County of Orange) ss. On this 15th day of April, 1946, before me, Wm. G. Claussen,
 a Notary Public in and for said County, personally appeared
 Elizabeth J. Anderson Kohlenberger, known to me to be the person whose name is subscribed to
 the within instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal.

((SEAL))

Wm. G. Claussen Notary Public
 in and for said County and State.

STATE OF CALIFORNIA,)
 County of Orange) ss. On this 17 day of April, in the year nineteen hundred and 46,
 A.D., before me, Elizabeth Meyer a Notary Public in and for
 said County, personally appeared James M. Anderson known to me to be the person who executed
 the within instrument, known to me to be the person whose name is subscribed to the within
 instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in
 said County the day and year in this certificate first above written.

((SEAL))

Elizabeth Meyer Notary Public
 in and for Orange County, State of California.

24972 Recorded at Request of Grantee at 9 A.M., May 20, 1946. in Book 1422, Page 72,
 Official Records of Orange County, California. Fees 2.00/10. Ruby McFarland, County Recorder.
 Esther Freier COMPARED Anne Malevanko

- - - ooo - - -

24973

TRANSFEREE'S AFFIDAVIT AND RECEIPT FOR DUPLICATE CERTIFICATE

STATE OF CALIFORNIA)
 County of Orange) ss.

James F. Joslyn and Jane F. Joslyn being first duly sworn, depose and say: That
 they are husband and wife, and the transferees named in the accompanying instrument.

That James F. Joslyn (Husband) is by occupation Rancher aged over 21 years and free
 from any legal disability;

That Jane F. Joslyn is by occupation Housewife aged over 21 years and free from any
 legal disability; that their residence is Route #1, Box 114 and their postoffice address is

Fullerton, California. That the property described in the instrument, which this affidavit accompanies, is acquired held by them as joint tenant property.

This is also a receipt for the Duplicate Certificate of title, issued pursuant to the instrument which this affidavit accompanies, and the Registrar of Titles is authorized to deliver same to James F. Joslyn whose address is Route #1, Box 113, Fullerton, Calif.

James F. Joslyn
Jane P. Joslyn

STATE OF CALIFORNIA) ss. On this 19th day of April 1946, before me, P. B. Hess
County of Orange) a Notary Public in and for said County and State, residing therein duly commissioned and qualified appeared James F. Joslyn and Jane P. Joslyn known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they also executed same and at the same time also swore to the same.

WITNESS my hand and official seal, the day and year in this certificate first above written.

((SEAL))

P. B. Hess Notary Public
in and for the County of Orange, State of California.
My Commission Expires Nov. 14, 1949

THIS INSTRUMENT AFFECTS REGISTERED LAND: Last Certificate No. 5594
JOINT TENANCY DEED

In consideration of Ten Dollars, receipt of which is hereby acknowledged, WALTER C. MICHAELI and JOSEPHINE G. MICHAELI, husband and wife do hereby Grant JAMES F. JOSLYN and JANE P. JOSLYN, husband and wife, as Joint Tenants, all that real property in the County of Orange, State of California, described as:

The West one-half of the South one-half of the East one-half of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West, S.B.E. & L., Orange County, State of California.

SUBJECT TO: Conditions, Restrictions, Reservations, Rights and Rights of way of record.

Dated this 18th day of April, 1946.

Walter G. Michaeli
Josephine G. Michaeli

STATE OF CALIFORNIA,) ss. On this 18th day of April, 1946, before me P. B. Hess a Notary
County of Orange,) Public in and for said County and State, personally appeared Walter G. Michaeli and Josephine G. Michaeli, his wife known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

((SEAL))

P. B. Hess Notary Public
in and for said County and State.
My Commission Expires Nov. 14, 1949.

24973 Recorded at Request of Grantee at 9 A.M., May 20, 1946, in Book 1422, Page 73, Official Records of Orange County, California. Fees 1.30/7. Ruby McFarland, County Recorder.
Esther Freier COMPARED Anne Kalevanko

- - - 600 - - -

24979

THIS INDENTURE, made this 17th day of May, 1946.

WITNESSETH: That, Whereas the indebtedness secured by that certain Deed of Trust made by Wm. HARDING and MARGARET HARDING, husband and wife to the ABSTRACT AND TITLE GUARANTY COMPANY, a corporation, Trustee, of Santa Ana, California, dated July 3, 1942 and Recorded July 18, 1942, as Document No. 15367, in Book 1140, Page 302, of Official Records, in the office of the County Recorder of Orange County, California, has been fully paid and satisfied.

NOW THEREFORE, in consideration of such payment, the said Abstract and Title Guaranty Company, Trustee, does hereby remise, release and reconvey, without warranty, unto the person or persons legally entitled thereto, all the estate in the premises described in said Deed of Trust now held by said Abstract and Title Guaranty Company, as Trustee, reference being hereby made to said Deed of Trust and the said record thereof for a particular description of said premises.

IN WITNESS WHEREOF, said Abstract and Title Guaranty Company has caused these presents to be duly signed by its duly authorized officers, under its corporate seal, the day and year first above mentioned.

((CORPORATE SEAL))

ABSTRACT AND TITLE GUARANTY COMPANY, Trustee
By D. M. Kelly President.
By R. A. Kloess Secretary.

1965

SPACE ABOVE THIS LINE FOR RECORDER'S USE



AL REVENUE STAMPS IN THIS SPACE

1965C

GRANT DEED

Form 1002

Affix I. R. S.

Order No. 280942-HRB

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JAMES F. JOSLYN and JANE P. JOSLYN, husband and wife,

do hereby

GRANT to ORRIN K. EARL JR., a married man, as his sole and separate property,

the real property in the
State of California, described as:

20

County of Orange,

The West half of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section Thirty-five, Township three South, Range Ten West, S.B.N. & M.

Subject to covenants, conditions, reservations, restrictions and rights of way of record.

Also subject to second installment of taxes for fiscal year 1954-1955.

Lds - 80

Dated: February 9, 1955

James F. Joslyn
Jane P. Joslyn

STATE OF CALIFORNIA
COUNTY OF ORANGE

On Feb 9, 1955

before me, the undersigned, a Notary Public in and for said County and State, personally appeared

James F. Joslyn and
Jane P. Joslyn

known to me to be the person, & whose name, & age, subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said County and State.

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF
ORANGE CO. TITLE CO.

AT 5 FEB 11 1955
MIN. PAGE 9
OFFICIAL RECORD OF
ORANGE COUNTY CALIFORNIA
By the Title Insurance
Company

When Recorded Mail to

Orrin K. Earl
3400 E. Foothill Blvd.
Pasadena, O., California

2-18-55

M

ORIGINAL

19657

QUITCLAIM DEED

Form 1083

Order No. 280942-HRB

IN CONSIDERATION of One Dollar, receipt of which is hereby acknowledged,

~~SARILDA~~

SARILDA R. EARL

do hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

ORRIN K. EARL, JR. as his sole and separate property,

all that real property in the
State of California, described as-

20

County of Orange,

The West half of the Southeast quarter of the Southeast quarter of the
Southwest quarter of Section 35, Township 3 South, Range 10 West, S.B.R. & M.

2-18-55

M

ORIGINAL

Dated: February 9, 1955

STATE OF CALIFORNIA

COUNTY OF ~~ORANGE~~

Los Angeles

On February 10, 1955

before me the undersigned, a Notary Public in and for
said County and State, personally appeared

Sarilda

Sarilda R. Earl

known to me to be the person whose name is
subscribed to the within instrument and acknowledged
that she executed the same.

WITNESS my hand and official seal.

(Seal)

Notary Public in and for said County and State

My Commission Expires September 18, 1959

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF
ORANGE CO. TITLE CO.AT 5:21 PM 2-11-55
OFFICIAL RECORD, CL
ORANGE COUNTY CALIFORNIA
By [Signature] COUNTY CLERK

After recording mail to

Orrin K. Earl
3400 East Foothill Boulevard
Pasadena, California

RECORDING REQUESTED BY

168144

5421 PAGE 186

TITLE INSURANCE & TRUST CO.

WHEN RECORDED MAIL TO

MR. T. PHILLIPS MORGAN
1285 Sierra Madre B. Road
San Marino, California

\$2.00

RECORDED AT 1:10 PM OF
TITLE IN & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.

9 AM SEP 19 1960

RUBY McFARLAND, County Recorder

THIS LINE FOR RECORDER'S USE

ATTACH I.R.S. § 27.50 IN THIS SPACE

Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

ORRIN K. EARL, JR., a married man,

hereby GRANTS to

T. PHILLIPS MORGAN, a married man, as his separate property

the following described real property in the city of Fullerton
county of Orange #20 state of California:

The west 1/2 of the southeast 1/4 of the southeast 1/4 of the
southwest 1/4 of Section 35, Township 3 South, Range 10 West,
XXXXXXXXXXXXXXXXXXXX, in the XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX Rancho San Juan Cajon
de Santa Ana, as said section is shown on a map recorded in
book 51 page 7 of Miscellaneous Maps, in the office of the
county recorder of said county.

Li - 80

- SUBJECT TO: 1. General and special county and city taxes for the
fiscal year 1960-1961, a lien not yet payable.
2. Covenants, conditions and restrictions of record.

Dated: August 11, 1960

Orrin K. Earl, Jr.
Orrin K. Earl, Jr.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES } SS.

On August 16, 1960

before me, the undersigned, a Notary Public in and for said County and State, personally appeared ORRIN K. EARL, JR.

known to me
to be the person whose name is subscribed to the within
instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.

(Seal) Irene J. Gitzmann
Irene J. Gitzmann
Name (Typed or Printed)

Notary Public in and for said County and State

If executed by a Corporation the Corporation Form of
Acknowledgment must be used.

My commission expires October 13, 1963

Title Order No.

IRENE J. GITZMAN, 5224710, 11-11-1963

Notary Public
in and for the County of Los Angeles,
State of California

My Commission Expires Oct. 13, 1963
1627 E Colorado Blvd., Pasadena

RECORDING REQUESTED BY

163145

BOOK 5421 PAGE 187

TITLE INSURANCE & TRUST CO.

WHEN RECORDED MAIL TO

Mr. T. Phillips Morgan
1287 Sierra Madre Boulevard
San Marino, California

\$2.00

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.

9 AM SEP 19 1960

RUBY McFARLAND, County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APPLY None A. & B. STAMPS IN THIS SPACE

Quitclaim Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SUSAN B. MORGAN, wife of the Grantee herein,

hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

T. PHILLIPS MORGAN, husband of the Grantor herein,

the following described real property in the city of Fullerton county of Orange
state of California:

The West 1/2 of the southeast 1/4 of the southeast 1/4 of
the southwest 1/4 of Section 35, Township 3 South, Range
10 West, ~~XXXXXX~~ in the ~~XXXXXX~~
~~XXXXXX~~ Rancho
San Juan Cajon de Santa Ana, as said section is shown on
a map recorded in book 51 page 7 of Miscellaneous Maps,
in the office of the county recorder of said county.

This deed is given for the purpose of vesting title to the
property herein described in the Grantee herein, as his
sole and separate property.

Dated August 11, 1960

STATE OF CALIFORNIA } ss.
COUNTY OF Los Angeles

On August 12, 1960 before me, the under-
signed, Notary Public in and for said County and State, personally
appeared SUSAN B. MORGAN

_____, known to me
to be the person whose name is subscribed to the within
instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

(Seal) Dorothy E. Pennington
Notary Public in and for said County and State
Dorothy E. Pennington
My comm. expires 12-3-60

If executed by a Corporation the Corporation Form of
Acknowledgment must be used.

Susan B. Morgan
Susan B. Morgan

Title Order No. _____

Escrow or Loan No. 5224710 454-311

612

7281 975

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant of Easement

AP No.

PROJECT E. Orangethorpe Imp. RW No.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

T. PHILLIPS MORGAN and SUSAN B. MORGAN a husband and wife as joint tenants

hereby GRANT(S) to the City of Fullerton, a Municipal Corporation *West #20*
the following described easement in the state of California, county of Orange, city of Fullerton

An easement and right of way for road and public utility purposes in and to the northerly 20.00 feet, of the southerly 30.00 feet, of the West half of the Southeast quarter, of the Southeast quarter, of the Southwest quarter, of Section 35, Township 3 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana as same is shown on a map recorded in Book 51, at Page 7, of Miscellaneous Maps in the office of the County Recorder of said Orange County.

Said West half also being described in a document recorded in Book 0326, at Page 342 of Official Records of said Orange County.

Subject to covenants, conditions, restrictions, reservations, rights, rights of way and other matters of record, if any.

*Feb-80*Dated: *7/3/64*

T. Phillips Morgan
Susan B. Morgan

STATE OF CALIFORNIA
COUNTY OF*Orange*

On *August 26, 1964*
before me, *the undersigned*, a Notary Public in and for said State, personally appeared
T. Phillips Morgan
Susan B. Morgan

known to me to be the person(s) whose name is/are
acknowledged to the within instrument and acknowledged that
they executed the same.

WITNESS my hand and official seal.

(Seal) *Cecilia M. Cate*

OFFICIAL SEAL
CECILIA M. CATE
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY

NOTE TO
VIRGINIA FITZGERALD
CITY CLERK
CITY HALL
FULLERTON, CALIFORNIA
My Commission Expires May 18, 1968

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF
CITY OF FULLERTON
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
9:15 AM NOV 2 1964
J. WILE CARLILE, County Recorder

FREE

NOV 2 1964

612

M

SKETCH SHOWING

EASEMENT

TO BE GRANTED

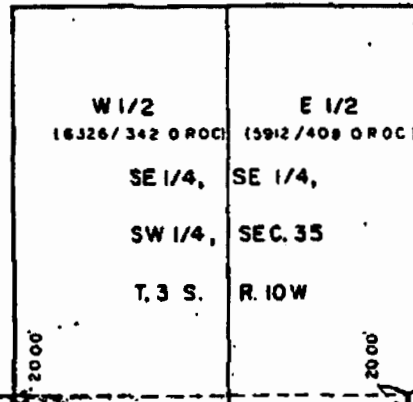
S.D. 7284 PAGE 976

Scale: 1" = 200'

Date: JULY 1964

THE CITY OF FULLERTON

ORANGE COUNTY, CALIFORNIA



Drawn: S. G. R.

File No: ORA 165

BGC 7281 PAGE 977

This is to certify that the interest in real property conveyed
by the Deed or Grant Deed dated July 31, 1964 from
T. Phillips Morgan et ux to the City of Fullerton,
a political corporation, and or governmental agency is hereby
accepted by order of the FULLERTON CITY COUNCIL on September 1,
1964, and the Grantee consents to recordation thereof
by its duly authorized officer.

DATED: October 30, 1964BY: *Virginia Fitzsimmons*
Deputy City Clerk

VIRGINIA FITZSIMMONS
CITY CLERK
CITY HALL
FULLERTON, CALIFORNIA

RECORDING REQUESTED BY

7812

BOOK 7516 PAGE 308

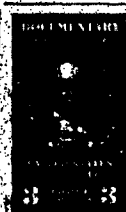
AND WHEN RECORDED MAIL TO

Mr. John C. Meyer
720 East Walnut Avenue
Fullerton, California

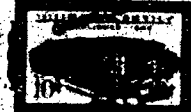
\$2.00

RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:00 AM MAY 12 1965
J. WYLIE CARLYLE, County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE



SIX U.S. \$ 75.25 IN THIS SPACE



Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

T. PHILLIPS MORGAN and SUSAN B. MORGAN, husband and wife

hereby GRANT(S) to JOHN C. MEYER, a married man

the following described real property in the City of Fullerton
County of Orange State of California:

The west half of the southeast quarter of the southeast quarter of the southwest quarter of Section 35, Township 3 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana, as per said Section is shown on a Map recorded in Book 51, page 7 of Miscellaneous Maps, in the office of the county recorder of said county.

Said land is included within the area shown on a map filed in book 47, page 10 of Record of Surveys, in the office of the county recorder of said county.

SUBJECT TO:

1. All General and Special Taxes for the fiscal year 1965-1966, a lien not yet payable.
2. Covenants, conditions, restrictions, reservations, easements, rights and rights of way of record.
3. Deed of Trust of record in favor of Orrin K. Earl, Jr., a married man, as his separate property, given to secure an indebtedness in the original amount of \$61,170.00.

Dated April 27, 1965

T. Phillips Morgan
T. Phillips Morgan
Susan B. Morgan
Susan B. Morgan

STATE OF CALIFORNIA
COUNTY OF ORANGE

On APRIL 29, 1965 before me, the undersigned, a Notary Public in and for said State, personally appeared
T. Phillips Morgan and
Susan B. Morgan

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same.
WITNESS my hand and official seal.

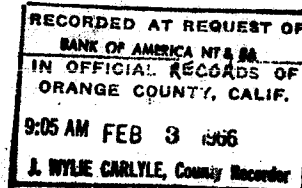
Signature *Cecilia M. Cate*
CECILIA M. CATE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
Name (Typed or Printed)
CECILIA M. CATE

Title Order No. 407789 My Commission Expires May 10, 1968 Expiry License No. 1504-mo

AND WHEN RECORDED MAIL TO

NAME **ORANGE COUNTY METAL PROCESSING, Inc.**
 ADDRESS **1711 East Kimberly Avenue**
Fullerton, California
 CITY & STATE

\$2.00
C2



Title Order No. _____ Escrow No. **297-1391**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

NAME **Orange County Metal Processing**
 ADDRESS **1711 E. Kimberly Ave.**
Fullerton, California
 CITY & STATE

Grant Deed

AFFIX I.R.S. \$ **M11**

L-1

THIS FORM FURNISHED BY SECURITY TITLE INSURANCE COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JOHN C. MEYER and NADINE B. MEYER, husband and wife,hereby GRANT(S) to **ORANGE COUNTY METAL PROCESSING, Inc. a California corporation**

the following described real property in the
 county of **Orange**, state of California:

The West half of the southeast quarter of the southeast quarter of the southwest quarter of Section 35, Township 3 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana, as per said Section is shown on a Map recorded in Book 51, page 7 of Miscellaneous Maps, in the office of the County Recorder of said county.

Said land is included within the area shown on a map filed in book 47, page 19 of Record of Surveys, in the office of the County Recorder of said County.

SUBJECT TO:

- (1) All General and Special taxes for 1965-66.
- (2) Covenants, conditions, restrictions, reservations, easements, rights and rights of way of record.
- (3) Two trust deeds for \$61,170.00 and \$48,200.00 respectively, as per their terms, now of record.

Dated **January 4, 1966****John C. Meyer****Nadine B. Meyer**

STATE OF CALIFORNIA }
 COUNTY OF **Orange** } SS.

On **January 12, 1966** before me, the undersigned, a Notary Public in and for said County and State, personally appeared **John C. Meyer and Nadine B. Meyer**

known to me
 to be the person **s** whose name **s** are subscribed to the within
 instrument and acknowledged that **they** executed the same.

DORIS A. JENKINS

My Commission Expires Jan. 12, 1969

Name (Typed or Printed) of Notary



OFFICIAL SEAL
DORIS A. JENKINS
 NOTARY PUBLIC - CALIFORNIA
 PRINCIPAL OFFICE IN
 ORANGE COUNTY

FOR NOTARY SEAL OR STAMP



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant of Easement

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ORANGE COUNTY METAL PROCESSING, INC.

a corporation organized under the laws of the state of California
hereby GRANT(S) to the City of Fullerton, a Municipal Corporation

the following described easement in the state of California, county of Orange, city of Fullerton

An easement and right of way for sewer and appurtenant structure purposes in and to the West 210.00 feet of the North 10.00 feet of the Southeast one quarter of the Southeast one quarter of the Southwest one quarter of Section 35, Township 3 South, Range 10 West, S. B. M., as said section is shown on the map of the Rancho San Juan Cajon de Santa Ana in Book 51 at Page 7 of Miscellaneous Maps of said County.

Subject to covenants, conditions, restrictions, reservations, rights, rights of way and other matters of record, if any.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary
thereunto duly authorized.
Dated: _____

STATE OF CALIFORNIA
COUNTY OF

Orange

ss.

ORANGE COUNTY METAL PROCESSING, INC.

By *John E. Hoyle* President
By *Betty M. Wooley* Secretary
Betty M. Wooley

On February 28, 1967

before me, the undersigned, a Notary Public in and for said County and State, personally appeared

John E. Hoyle President, and
Betty M. Wooley Secretary

to be the _____ Secretary of
said corporation, who presented the within instrument, and
declared that the persons who executed the within
instrument are the duly authorized officers and
agents of said corporation, and that the within
instrument is in full compliance with the provisions of
the laws of the State of California.

Betty M. Wooley
BETTY M. WOOLEY
Notary Public in and for said County and State

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF
CITY OF FULLERTON
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
2:05 AM MAR 9 1967
J. WYLE CARLIS, County Recorder

FREE

Recorded Instrument from the

Orange County Assessor's Office

Orange County Assessor's Office

Orange County Assessor's Office

Orange County Assessor's Office

Orange County Assessor's Office

Orange County Assessor's Office

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Orange County Assessor's Office

Orange County Assessor's Office

Orange County Assessor's Office

Orange County Assessor's Office

VERONICA FITZGERALD
CITY CLERK
CITY HALL
FULLERTON, CALIFORNIA

8194 528

SKETCH SHOWING

EASEMENT

TO BE GRANTED

THE CITY OF FULLERTON

ORANGE COUNTY, CALIFORNIA

Date: Feb 47

Scale: 1" = 200'



EXISTING EASEMENT

EASEMENT FOR
SANITARY SEWER DRAINAGE

ORANGE COUNTY METAL
PROCESSING CO.

GRANGETHORPE AVE.

Drawn: dwe

File No. Sew-65

This is to certify that on March 7, 1967
the City Council of the CITY OF FULLERTON, a municipality,
did accept the interest in real property conveyed by ^{Corporation} Grant of
Easement ~~XXXXXXXXXX~~ dated February 28, 1967
from Orange County Metal Processing, Inc., and consents
to recordation thereof by its duly authorized officer.

DATED: March 8, 1967

BY: 

VIRGINIA FITZSIMMONS
CITY CLERK
CITY HALL
FULLERTON, CALIFORNIA

RECORDING REQUESTED BY		11387	BOOK 8574 PAGE 653
AND WHEN RECORDED MAIL TO		\$2.80	
Name Street Address City & State	H. J. & BLONDA YOUNT c/o Gill & Baldwin, Atty. Attn: John M Carmack 811 W Seventh Street Los Angeles, California	RECORDED AT REQUEST OF TITLE INS. & TRUST CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIF. 2:00 PM APR 17 1968 J. WYLIE CARLILE, County Recorder	
MAIL TAX STATEMENTS TO		SPACE ABOVE THIS	
Name Street Address City & State	Jonathan Manufacturing Company, 1101 S Acacia Fullerton, California	\$550.00 \$22.00 \$5.50 AFFIX I.R.S. \$ 577.50	
<h2 style="margin: 0;">Corporation Grant Deed</h2>			
THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY			
<p>FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JONATHAN MANUFACTURING COMPANY, a corporation, successor by merger with Orange County Metal Processing, Inc. a corporation organized under the laws of the state of California hereby GRANTS to</p> <p>H. J. YOUNT and BLONDA YOUNT husband and wife as joint tenants</p> <p>the following described real property in the City of Fullerton County of Orange State of California:</p> <p>Per rider attached hereto and made a part hereof marked Exhibit "A" consisting of one page</p> <p>Subject to:</p> <ol style="list-style-type: none"> 1. General and special taxes for the fiscal year 1968/69, a lien not yet due or payable. 2. Covenants, conditions restrictions, rights, rights of way and easements, if any 3. A deed of trust securing an indebtedness of \$230,000.00 on parcel 1. 4. A deed of trust securing an indebtedness of \$145,000.00 on parcel 2. 5. A deed of trust securing an indebtedness of \$330,000.00 on parcel 4. <p>In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its <u>Charles R. Meyer</u> President and <u>K. J. Holland</u> Secretary thereunto duly authorized.</p> <p>Dated: <u>April 12, 1968</u></p> <p>STATE OF CALIFORNIA COUNTY OF <u>Orange</u> On <u>April 12, 1968</u> before me, the undersigned, a Notary Public in and for said State, personally appeared <u>Charles R. Meyer</u> known to me to be the <u>President</u>, and <u>K. J. Holland</u> known to me to be the <u>Secretary</u> of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.</p> <p>WITNESS my hand and official seal.</p> <p>Signature: <u>Veronica Bauer</u></p> <p>Name (Typed or Printed): _____</p> <p>Title Order No. _____ Escrow or Loan No. _____</p>			
MAIL TAX STATEMENTS AS DIRECTED ABOVE			

BOOK 8574 PAGE 654

EXHIBIT "A"

Page 1:

DESCRIPTION:

All that certain real property located in the City of Fullerton, County of Orange, State of California, described as follows:

PARCEL 1: That portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, as shown as Parcel No. 1 on a map filed for record in Book 7, Page 2 of Parcel Maps in the office of the county recorder of said county.

Parcel 2: That portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, shown as Parcel No. 2 on a map filed for record in Book 7, Page 2 of Parcel Maps in the office of the county recorder of said county.

Except from that portion thereof included within the East half of said Southeast quarter of the Southeast quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

Parcel 4: That portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, shown as Parcel No. 4 on a map filed for record in Book 7, Page 2 of Parcel Maps in the office of the county recorder of said county.

Except from that portion thereof included within the east half of said Southeast quarter of the Southeast quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor) and other minerals from and through said property, together with the rights of way and easements for any and all of the above mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

INITIAL
HERE


END OF RECORDED DOCUMENT

RECORDING REQUESTED BY
BANK OF AMERICA N.T. & S.A.

37353 BK 142378 481

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

11 22 AM SEP 29 '81

LEE A. BRANCH, County Recorder

AND WHEN RECORDED MAIL TO

Home BANK OF AMERICA N.T. & S.A.
Street 555 SO FLOWER ST., 16TH FLOOR
Address LOS ANGELES, CA 90071
City & State ATTN: PHYLLIS I. MIYAGAWA
TRUST OFFICER

MAIL TAX STATEMENTS TO

Home BANK OF AMERICA N.T. & S.A. AS
Street TRUSTEE UNDER AG NO VRR-06584 YOUNT
Address 555 SO FLOWER, 15TH FLOOR
City & State LOS ANGELES, CA 90071

DOCUMENTARY TRANSFER TAX & NONE
BANK OF AMERICA N.T. & S.A.
SIGNED - PARTY OR AGENT FIRM NAME

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

TO 4051 CA (2-78)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

H. J. YOUNT and BLONDA YOUNT, husband and wife as joint tenants
hereby GRANT(S) to

H. J. YOUNT, Trustee, H. J. YOUNT FAMILY TRUST

the following described real property in the City of Fullerton
County of Orange, State of California:

Per rider attached hereto and made a part hereof marked Exhibit "A"
consisting of one page

Dated July 17, 1970

H. J. Yount
H. J. Yount

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.
On July 17, 1970 before me, the under-

signed, a Notary Public in and for said State, personally appeared

H. J. Yount and Blonda Yount

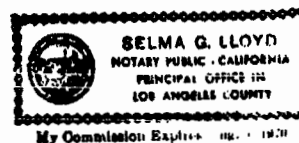
Blonda Yount
Blonda Yount

known to me
to be the persons whose names subscribed to the within
instrument and acknowledged that they executed the same
WITNESS my hand and official seal.

Signature *Selma G. Lloyd*

Selma G. Lloyd

Name (Typed or Printed)



(This area for official notarial seal)

Title Order No.

Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

BK 14237Pg 482

BOOK 8574 PAGE 654

EXHIBIT "A"

Page 1:

DESCRIPTION:

All that certain real property located in the City of Fullerton, County of Orange, State of California, described as follows:

PARCEL 1: That portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, as shown as Parcel No. 1 on a map filed for record in Book 7, Page 2 of Parcel Maps in the office of the county recorder of said county.

Parcel 2: That portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, shown as Parcel No. 2 on a map filed for record in Book 7, Page 2 of Parcel Maps in the office of the county recorder of said county.

Except from that portion thereof included within the East half of said Southeast quarter of the Southeast quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (an water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

Parcel 4: That portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, shown as Parcel No. 4 on a map filed for record in Book 7, Page 2 of Parcel Maps in the office of the county recorder of said county.

Except from that portion thereof included within the east half of said Southeast quarter of the Southeast quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor) and other minerals from and through said property, together with the rights of way and easements for any and all of the above mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

INITIAL
HERE


RECORDED DOCUMENT

Documents provided by DataTree, LLC via its proprietary imaging and delivery system. Copyright 2003, All rights reserved.

RECORDING REQUESTED BY

BANK OF AMERICA N.T. & S.A.

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

NAME BANK OF AMERICA N.T. & S.A.
STREET ADDRESS TRUST DEPT, 16TH FLOOR
P.O. BOX 34271
CITY, STATE ZIP LOS ANGELES, CA 90071
ATTN: PHYLLIS I. MIYAGAWA
TRUST OFFICER

This Order No. _____ Recorder No. _____

88499

BK 1427498

\$12.00
C3RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-8 22 PM OCT 29 '81

LEE A. BRANCH, County Recorder

THIS SPACE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARER(S)

DOCUMENTARY TRANSFER TAX IS \$ _____

☐ Computed on full value of property conveyed, or☐ Computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

H. J. YOUNT, TRUSTEE, H. J. YOUNT FAMILY TRUST

hereby GRANT(S) to

BANK OF AMERICA N.T. & S.A. AND ERNEST R. BALDWIN AS SUCCESSOR TRUSTEES
UNDER AC NO 8250-VRR-06384 YOUNTthe following described real property in the
County of ORANGE

State of California:

PER RIDER ATTACHED HERETO AND MADE A PART HEREOF MARKED EXHIBIT "A" CONSISTING
OF ONE PAGE

AND H. J. YOUNT FAMILY TRUST MARKED EXHIBIT "B" CONSISTING OF 2 PAGES

AND SECOND AMENDMENT TO H. J. YOUNT FAMILY TRUST MARKED EXHIBIT "C"
CONSISTING OF 4 PAGES

Dated

10/15/81

BANK OF AMERICA N.T. & S.A. AND ERNEST
R. BALDWIN AS CO EXECUTORS UNDER THE
WILL OF HAROLD J. YOUNT, DECEASEDBY: Ernest R. Baldwin TRUST OFFICERBY: Phyllis I. Miyagawa TRUST OFFICERBY: Ernest R. Baldwin
ERNEST R. BALDWIN, CO EXECUTORSTATE OF CALIFORNIA
COUNTY OF Los Angeles ssOn 10/15/81 before me, the undersigned,
a Notary Public in and for said State, personally appeared
Ernest R. Baldwinknown to me to be the person(s) whose name(s) is(are) subscribed to
the within instrument and acknowledged that he(they) executed the same. Witness my hand and official seal.

Signature

Helen Milian

(Space above for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE. IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FATCOLA 72

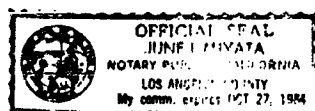
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BK 14274P6 673

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 14 day of Oct., 1981, before me, the undersigned, a Notary Public in and for said Los Angeles County, personally appeared Cinnie M. Lopez, known to me to be a Trust Administrator/Officer and June S. Tadios, known to me to be a Trust Administrator/Officer of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the Association that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Association therein named, and acknowledged to me that such Association executed the same.

WITNESS my hand and official seal.



June S. Tadios
Notary Public in and for said Los
Angeles County and State of California

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BK 14274pg 874

Page 1:

EXHIBIT "A"

DESCRIPTION:

All that certain real property located in the City of Fullerton, County of Orange, State of California, described as follows:

PARCEL 1: That portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, as shown as Parcel No. 1 on a map filed for record in Book 7, Page 2 of Parcel Maps in the office of the county recorder of said county.

Parcel 2: That portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, shown as Parcel No. 2 on a map filed for record in Book 7, Page 2 of Parcel Maps in the office of the county recorder of said county.

Except from that portion thereof included within the East half of said Southeast quarter of the Southeast quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

Parcel 4: That portion of the Southeast quarter of the Southeast quarter of the Southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, shown as Parcel No. 4 on a map filed for record in Book 7, Page 2 of Parcel Maps in the office of the county recorder of said county.

Except from that portion thereof included within the east half of said Southeast quarter of the Southeast quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor) and other minerals from and through said property, together with the rights of way and easements for any and all of the above mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

INITIAL

HERE

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which is on file in the Trust Dept
of the Bank of the Bank of America N.T. & S.A.

BK 14274PB 675

Deputy Trust Officer

SECOND AMENDMENT TO H. J. YOUNT FAMILY TRUST

The Trust Agreement entitled H. J. YOUNT FAMILY TRUST entered into on the 17th day of July, 1970, by and between H. J. YOUNT and BLONDA B. YOUNT as Grantors and H. J. YOUNT as Trustee, is hereby amended in its entirety as follows:

All property subject to these trusts at any time is intended to be community property of the Grantors, and is sometimes referred to as the "Trust Estate", and shall be held, administered and distributed as provided below. It is the Grantors' intention that all property transferred in trust under this instrument and the proceeds thereof shall continue to retain its character as community property during the joint lifetime of the Grantors, subject, however, to all the terms and conditions of this instrument.

ARTICLE I

Powers To Amend and Revoke

During the lifetime of both Grantors, this trust may be revoked in whole or in part by either Grantor by delivering written notice to the other Grantor and to the Trustee. In the event of such revocation, the entire Trust Estate or the portion affected by the revocation shall revert to both Grantors retaining its prior character as community property. This trust may not be amended during the lifetime of the Grantors without the written agreement of both of them.

From and after the death of the predeceased Grantor, the surviving Grantor shall have the power to alter, amend or revoke Trust A in whole or in part, by delivering written notice to the Trustee, but Trust B may

Exhibit C, page 1

BK 14274P0 876

beneficiaries entitled to the next succeeding interest in the proportions in which they take such interest. The Trustee shall not be required to prorate taxes and other current expenses to the date of termination. With respect to Trust A, the provisions of the California Revised Uniform Principal and Income Act, and not the foregoing provisions, shall be applicable.

2. Until any Corporate Trustee shall receive at the district trust office where this trust is being administered written notice of any birth, marriage, death or other event upon which the right to payments from this trust may depend, the Trustee shall incur no liability to persons whose interest may have been affected by that event for disbursement made in good faith.

3. The use of the singular shall include the plural and the masculine shall include the feminine.

4. The Trustee may apply payments for the benefit of any beneficiary, or make payments to any beneficiary under disability to the guardian or conservator of the person of the beneficiary or to the parent or person having legal custody of the beneficiary, if a minor. Sums necessary for care, support, comfort and education may be paid directly to minor beneficiaries who, in the judgment of the Trustee, have attained sufficient age and discretion to render it probable that the moneys will be properly expended. The Trustee may also deposit income or principal payable hereunder to the credit of the beneficiary entitled thereto in such bank account as the beneficiary may from time to time designate.

5. Upon the death, disability or refusal to act of the original Trustee, ERNEST R. BALDWIN and BANK OF

Exhibit C, page 2.

BK 14274pg 877

AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION shall be appointed as Successor Co-Trustees. Upon the death, disability or refusal to act of ERNEST R. BARDWIN, JOHN M. CARMACK shall be appointed as Successor Co-Trustee.

6. Upon any division or partial or final distribution of the Trust Estate, the Trustee shall have the power to partition, allot and distribute the Trust Estate in undivided interest or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution.

7. If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

8. This trust has been accepted by the Trustee in California and, unless otherwise provided in this instrument, its validity, construction and all rights under it shall be governed by the laws of California.

9. The Trustee shall have the power to determine what is principal or income of the Trust Estate and apportion and allocate in its discretion receipts and expenses as between these accounts. Except insofar as the Trustee shall exercise this discretion, and except as otherwise provided in this instrument, matters relating to the rights of beneficiaries among themselves as to principal and income shall be governed by the provisions of the Revised Uniform Principal and Income Act from time to time existing in the statutes of the State of California. The provisions of this paragraph shall not apply to Trust A.

Exhibit C, page 3-19-

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BK 14274PO 878

10. The interests of beneficiaries in principal or income shall not be subject to claims of their creditors or others nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

11. Any Trustee shall be entitled to a reasonable compensation for its services under this Declaration.

Executed at Loma Linda, California,
on the 7th day of May, 1981.

H. J. YOUNT

Trustee

H. J. YOUNT

ELONDA B. YOUNT

Trustors

Exhibit C, page 4

I hereby certify this within to be a true
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which is on file in the Trust Dept
 of the Bank of America N.T. & S.A.

BK 14274PO 679

[Signature]
 Authorized Trust Officer

*Amendable to its entirety
 SEE Second Amendment*

H. J. YOUNT FAMILY TRUST

This Agreement made by H. J. YOUNT and BLONDA B. YOUNT, of the County of Los Angeles, State of California (hereinafter called the Grantors) and H. J. YOUNT of the County of Los Angeles, State of California (hereinafter called the Trustee).

1. TRUST PROPERTY. The Grantors hereby transfer to the Trustee the sum of \$10.00, receipt of which is hereby acknowledged, as the original Trust Estate. Additional property may be added to the Trust Estate, at any time and from time to time, by the Grantors or either of them or by any other person or persons, by inter vivos or testamentary transfer. All such original and additional property is referred to herein collectively as the Trust Estate.

2. Disposition of Trust Property. The Trustee shall hold, manage, invest and reinvest the Trust Estate and shall collect the income thereof and dispose of the net income and principal as follows:

a. Income During Joint Lives of Grantors. The Trustee shall pay to the Grantors during their joint lives all net income of the Trust Estate. If, in the discretion of the Trustee, the payments from this Trust to which the Grantors are entitled shall be insufficient to provide for the reasonable support and care of either or both of the Grantors, the Trustee may pay to such Grantor or Grantors or apply to his or her benefit so

1.

Exhibit B

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this Trust Agreement this 17th day of July
1970.

Grantors:

H. J. ROY
Blanca B. Roy
BLANCA B. ROY

Trustee:

H. J. ROY
H. J. ROY

22.

Exhibit B, page 2

RECORDED

83-098893

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TOSURVEY
MON. FUND
FEE \$10.00

\$8.00

Recorded at the request of
FIRST AMER. TITLE INS. CO.8:00 MAR 8 1983
A.M.Orange County Records
Orange County California

Lee A Branch Recorder

Jonathan Manufacturing Corp.
1101 S. Acacia Avenue
Fullerton, Calif. 92634
Attn: Wat H. Tyler, Pres.1356722 EC
AP073-110-13,54,55

GRANT DEED

The undersigned grantors declare:

Documentary transfer tax is \$ 3,520.00

- (☒) computed on full value of property conveyed, or
() computed on full value less value of liens and encum-
brances remaining at the time of sale.
() Unincorporated area: (☒) City of FULLERTON
and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby
acknowledged,The Bank of America National Trust and Savings Associa-
tion and Ernest R. Baldwin, as Successor Trustees of
the H. J. Yount Family Trust, and Blonda Yount, an
individual,

hereby GRANT to

Jonathan Manufacturing Corporation, a Delaware corporation,
the following described real property in the City of Fullerton,
County of Orange, State of California:See Legal Description attached hereto
as Exhibits "A", "B" and "C."

Dated: February 25, 1983

THE BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION,
as Successor Trustee of the
H. J. Yount Family TrustBy Peta L. Alexander
VICE ASSISTANT VICE-PRESIDENT

MAIL TAX STATEMENTS TO RETURN ADDRESS ABOVE

EXHIBIT "A"

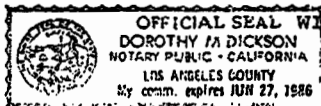
83-098893

Ernest R. Baldwin
 ERNEST R. BALDWIN,
 as Successor Trustee of the
 H. J. Yount Family Trust

Blonda Yount
 BLONDA YOUNT

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On February 25, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Rita D'Alessandro, Assistant Vice-President of the Bank of America National Trust and Savings Association, as Successor Trustee of the H. J. Yount Family Trust, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.



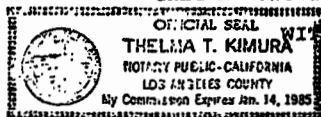
OFFICIAL SEAL WITNESS my hand and official seal.

DOROTHY M. DICKSON
 NOTARY PUBLIC - CALIFORNIA
 LOS ANGELES COUNTY
 My Comm. expires JUN 27, 1986

Dorothy M. Dickson
 Notary Public

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On February 25, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Ernest R. Baldwin, as Successor Trustee of the H. J. Yount Family Trust, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.



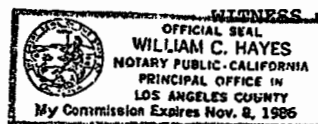
OFFICIAL SEAL WITNESS my hand and official seal.

THELMA T. KIMURA
 NOTARY PUBLIC - CALIFORNIA
 LOS ANGELES COUNTY
 My Commission Expires Jan. 14, 1985

Thelma T. Kimura
 Notary Public
 THELMA T. KIMURA

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On February 25, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Blonda Yount, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.



WITNESS my hand and official seal.

OFFICIAL SEAL
 WILLIAM C. HAYES
 NOTARY PUBLIC - CALIFORNIA
 PRINCIPAL OFFICE IN
 LOS ANGELES COUNTY
 My Commission Expires Nov. 8, 1986

William C. Hayes
 Notary Public

EXHIBIT "A"

83-098893

EXHIBIT "A"

That portion of the southeast quarter of the southeast quarter of the southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, city of Fullerton, county of Orange, state of California, shown as Parcel No. 4 on a map filed for record in book 7 page 2 of Parcel Maps in the office of the county recorder of said county.

Except from that portion thereof included within the east half of said southeast quarter of the southeast quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

EXHIBIT "A"

83-098893

EXHIBIT "B".

That portion of the southeast quarter of the southeast quarter of the southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, city of Fullerton, county of Orange, state of California, shown as Parcel No. 1 on a map filed for record in book 7 page 2 of Parcel Maps in the office of the county recorder of said county.

EXHIBIT "B"

83-098893

EXHIBIT "C"

That portion of the southeast quarter of the southeast quarter of the southwest quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, city of Fullerton, county of Orange, state of California, shown as Parcel No. 2 on a map filed for record in book 7 page 2 of Parcel Maps in the office of the county recorder of said county.

Except from that portion thereof included within the east half of said southeast quarter of the southeast quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited; to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor); and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

EXHIBIT "C"

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Recorded In Official Records, County of Orange

Tom Daly, Clerk-Recorder



28.00

2002001195892 11:22am 12/30/02

104 59 Q01 12

0.00 0.00 0.00 0.00 22.00 0.00 0.00 0.00

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE

9722233-50

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Irell & Manella LLP
840 Newport Center Dr., Suite 400
Newport Beach, CA 92660
Attention: Jennifer Portmoff, Esq.

DOCUMENTARY TRANSFER TAX IS
\$ 0

SPACE ABOVE THIS LINE FOR RECORDER'S USE

☒ x computed on full value of interest or property
conveyed, or

☐ computed on full value less value of liens or
encumbrances remaining at time of sale

QUITCLAIM DEED

Jonathan Manufacturing Corporation, a Delaware corporation ("Jonathan"), as owner of the property described in Exhibit A attached hereto, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM, to the owners of the properties described in Exhibit B attached hereto, ALL ITS RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN GRANT OF RECIPROCAL ACCESS, INGRESS AND EGRESS EASEMENTS WITH AGREEMENT FOR MAINTENANCE AND INDEMNITY dated May 22, 1990 by and among Jonathan and the City of Fullerton, and recorded on May 31, 1990 in the Official Records of Orange County, California as Instrument No. 90-290640, a copy of which is attached hereto as Exhibit C.

Dated as of December 20, 2002

JONATHAN MANUFACTURING
CORPORATION,

a Delaware corporation

By: 

Name: Robert L. Burch III

Its: Chairman of the Board

FIDELITY NATIONAL TITLE INSURANCE
COMPANY HAS RECORDED THIS INSTRUMENT
BY REQUEST AS AN ACCOMMODATION ONLY
AND HAS NOT EXAMINED IT FOR REGULARITY
AND SUFFICIENCY OR AS ITS EFFECT UPON
THE TITLE TO ANY REAL PROPERTY THAT
MAY BE DESCRIBED THEREIN.

518863

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2003

STATE OF NY)
COUNTY OF NY) ss.

On 11/20, 2002, before me, Alan Schnuer, a notary public for the State of NY, personally appeared Alan Schnuer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Notary Public

ALAN SCHNUER 01SC4991023
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JAN 21 2006

618863

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Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: Alan Schnuer
Date Commission Expires: 01/21/06
County where bond is Filed: New York
Commission No.: 01SC4991026
Manufacturer/Vendor No.: N/A

Place of execution - Newport Beach

Date - December 26, 2002


FIDELITY NATIONAL TITLE COMPANY

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12/26/2002 09:10 FAX 949-766-5200 TREL & MANELLA LLP

004

EXHIBIT AParcel 1:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 1 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

618863

12/20/2002 09:39 FAX 949 760 5200

IRELL & MANELLA LLP

005

EXHIBIT B**Parcel 2:**

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 2 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southeast Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

Parcel 4:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 4 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southeast Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

618863

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Exhibit C
90-290640

RECORDING REQUESTED BY:**AND WHEN RECORDED MAIL TO:**

Spieler, Woodward & Denis
Attorneys at Law
A Professional Corporation
707 Torrance Boulevard, Suite 200
Redondo Beach, California 90277
Attn: John A. Woodward

\$17.00
C16

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-1235 PM MAY 31 '90

Lee A. Branch RECORDED

SdTCJMrle (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

GRANT OF RECIPROCAL ACCESS, INGRESS AND EGRESS EASEMENTS**With Agreement for Maintenance and Indemnity**

A.P.N. 0073-110-053, 054 & 055

This Grant of Reciprocal Access, Ingress and Egress Easements with Agreement for Maintenance and Indemnity (hereinafter "Agreement") is made this 22nd day of May, 1990, by Jonathan Manufacturing Corporation, a Delaware Corporation, hereinafter referred to as "Grantor" and by the City of Fullerton, hereinafter "Fullerton."

WHEREAS, Grantor is the owner of those three (3) certain parcels (hereinafter jointly and severally the "parcel(s)") of real property, now improved or to be improved, described in particular in Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter "the dominant tenement"); and

WHEREAS, it has been and is the desire and intention of Grantor to improve and to sell one or more of the parcels comprising the dominant tenement and to impose on the servient tenement, as hereinafter described, mutual beneficial and reciprocal easements for access, ingress and egress, all under a common general plan and scheme of improvement for the benefit of the dominant tenement, designed to preserve the value and commercial qualities of the dominant tenement for the benefit of its present and future owners;

NOW, THEREFORE, Grantor does declare, grant, reserve and agree, as to each of the parcels, as follows:

1. Recitals

Each and all of the foregoing recitals are incorporated herein by reference and made a part hereof.

2. Grant and Reservation of Easements

Grantor GRANTS to and simultaneously RESERVES FROM the parcels, each as to the other, non-exclusive reciprocal easements appurtenant over and across those portions of the dominant tenement which are described in Exhibit "B" and diagrammed in Exhibit "C" both of which Exhibits are attached hereto and made a part hereof by this reference (hereinafter "the servient tenement").

3. Purpose of Easements

Easements granted and reserved hereunder shall be for the purposes of reciprocal access, ingress and egress to the several parcels of the dominant tenement.

1 of 4

SdTCJMrle (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

1 Description: Orange, CA Document-Year.DocID 1990.290640 Page: 1 of 7
Order: 9722233 Comment:

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4. Easements Binding and Run with the Land

Each of the parcels is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied, maintained, altered and improved subject to these protective limitations, covenants, conditions, restrictions, reservations, easements. Each owner by acceptance of any Deed or other instrument of conveyance of any interest in the parcels, whether a part or all thereof, agrees to each and all of the provisions hereof and to be bound by them. All of said limitations, covenants, conditions, restrictions, reservations, easements, shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the parcels, or any part thereof, whether as sole owners, joint owners, lessees, tenants, occupants, or otherwise, and they shall be for the benefit of every portion of the dominant tenement and shall be for the benefit of each successor in interest of Grantor and each owner, and may be enforced by Grantor, by any owner, by any successor in interest to Grantor or any owner.

5. Maintenance, Repair and Expenses

The owners of the parcels shall, at their mutual expense share equally one third per parcel, at all times maintain, repair, resurface and replace the servient tenement as needed for the mutual reciprocal benefit of the dominant tenement.

6. Implementation

The purposes of this Agreement shall be implemented by all of the owners of the parcels. To the extent that any disagreement arises between the parcel owners, the matter shall be resolved by majority vote, each parcel being entitled to cast one vote, or as otherwise necessary and appropriate at law or in equity.

7. Indemnity

Any and all liability, claims, judgments, costs and expenses including without limitation attorney's fees and costs incurred, arising from injuries or death of persons or damaged property and arising directly or indirectly in use of or on the servient tenement shall be borne equally one third per each parcel. The parcel owners agree to and shall indemnify and hold harmless one another as to their share of liability hereunder.

8. Interpretation and Severability

The provisions of this Agreement shall be liberally construed to effectuate its purposes. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

9. Interpretation of Uncertainties

In the event any language of this Agreement is held to be uncertain, such uncertainty shall not be interpreted against any party to the Agreement and the provisions of California Civil Code Section 1654 are hereby waived.

10. Assurances

The parcel owners agree to cooperate and to execute all documents and instrument and to take all action necessary as may reasonably be requested by the other owner or owners in order to fulfill the purposes of this Agreement.

11. Cumulative Remedies

Each remedy provided for in this Agreement shall be cumulative and not exclusive.

12. Attorney's Fees and Costs

In the event of any dispute under or by reason of this Agreement, the prevailing party in any such dispute shall be entitled to reimbursement for his actual attorney's fees, if reasonable, and all other costs of litigation or arbitration actually, but necessarily, incurred, including fees and costs incurred.

2 of 4

SDTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 2 of 7
Order: 9722233 Comment:

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13. Gender

Wherever herein the context so requires, the masculine, feminine and neuter gender each include the other, and the singular and plural numbers each include the other.

14. Enforcement

Each and every provision herein contained shall be for the benefit of any and all persons who now or who may hereafter own all or any portion of the parcels, and all such persons are specifically given the right to enforce the same at law or in equity. Upon the filing of any action to enforce the same, judgment may be given for attorney's fees against the party found to be in breach and in favor of the party seeking enforcement.

15. Amendment, Termination

This Grant and Agreement shall not be amended or terminated in any respect with the written consent and agreement of Fullerton.

IN WITNESS WHEREOF, The Grantor and Fullerton have each executed this Declaration on the date and year first above written, at Fullerton, California.

JONATHAN MANUFACTURING CORPORATION
A Delaware Corporation

By: Robert L. Birch

President

By: Robert L. Birch

Secretary

CITY OF FULLERTON

By: _____

Title: _____

By: _____

Title: _____

STATE OF New York

COUNTY OF New York

ss. _____

On 25th of May, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared Robert L. Birch, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the corporation and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Warren A. Haughey
Notary Public

WARREN A. HAUGHEY
Notary Public, State of New York
No. 41-488085
Qualified in Queens County
Certificate filed in New York County
Commission Expires May 1, 1991

3 of 4

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 3 of 7
Order: 9722233 Comment:

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Parcel A:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 4 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southeast Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

Parcel B:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 1 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

Parcel C:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 2 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southwest Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said Real Property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

EXHIBIT A

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 4 of 7
Order: 9722233 Comment:

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EASEMENT FOR
RECIPROCAL INGRESS & EGRESS

A STRIP OF LAND 25.00 FEET IN WIDTH OVER PARCELS 1, AND 4, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP FILED IN BOOK 7, PAGE 2 OF PARCEL MAPS, RECORDS OF SAID COUNTY, THE NORTHERLY AND WESTERLY LINES OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL 4, SAID POINT BEING 45.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 4, AS MEASURED ALONG SAID EASTERLY LINE; THENCE SOUTH 89°50'17" WEST, 445.18 FEET ALONG A LINE THAT IS PARALLEL WITH AND NORTHERLY 45.00 FEET FROM THE SOUTHERLY LINE OF SAID PARCEL 4, TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND WESTERLY 25.00 FEET FROM THE EASTERLY LINE OF SAID PARCEL 1; THENCE SOUTH 0°22'30" EAST, 445.61 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY LINE OF SAID PARCEL 1.

THE SOUTHERLY AND EASTERLY LINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE EASTERLY ON THE EASTERLY LINE OF SAID PARCEL 4 AND SOUTHERLY ON THE SOUTHERLY LINE OF SAID PARCEL 1.

ALL MORE PARTICULARLY SHOWN ON EXHIBIT "C", ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY:

William L. Harris

WILLIAM L. HARRIS
L.S. 4556

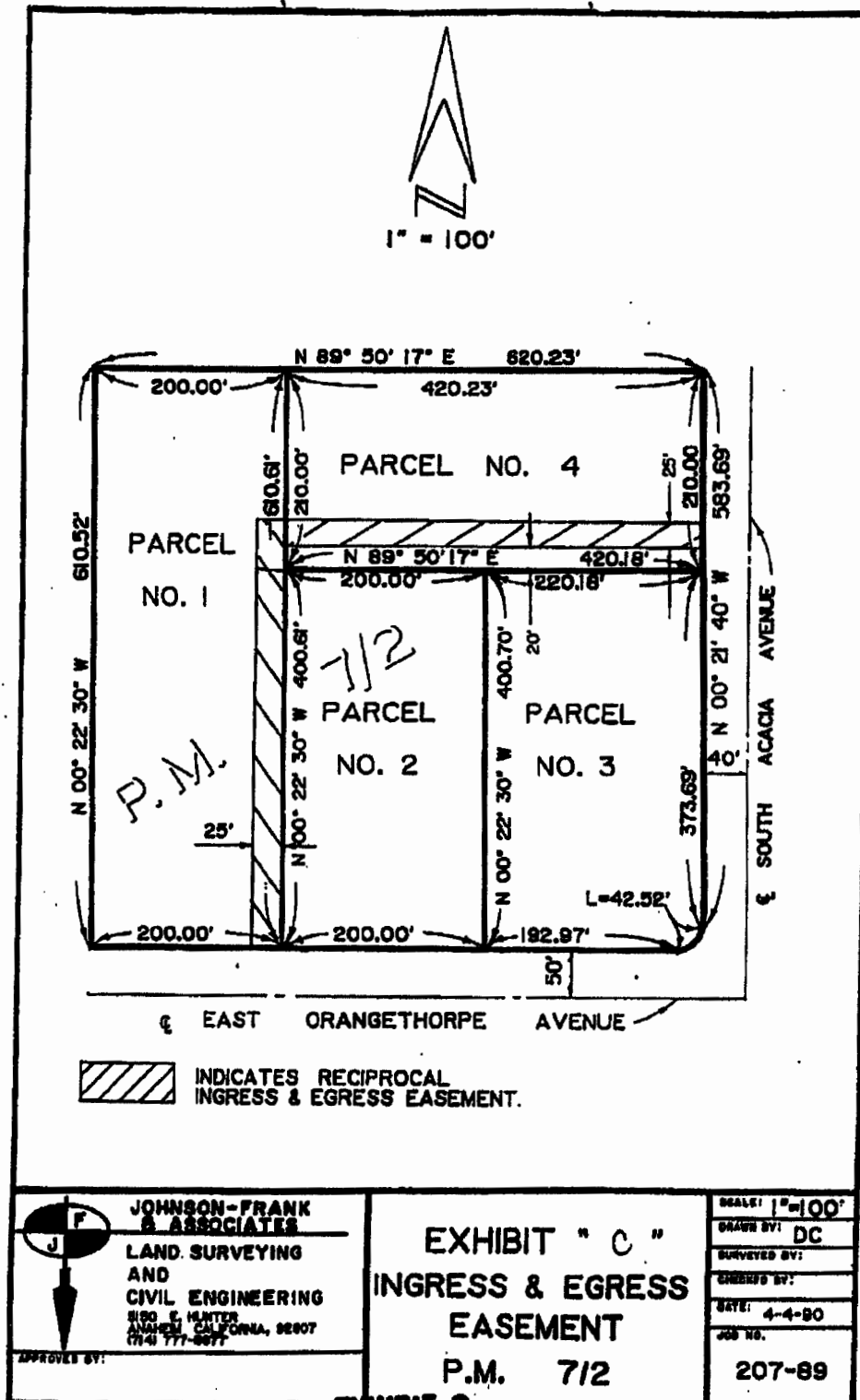


EXHIBIT B

REF: 207-89

Description: Orange, CA Document-Year, DocID 1990.290640 Page: 5 of 7
Order: 9722233 Comment:

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Description: Orange, CA Document-Year.DocID 1990.290640 Page: 6 of 7
Order: 9722233 Comment:

STATE OF New York }
COUNTY OF New York } ss.

On 25th of May, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared Robert L. Birch personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the corporation and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
Notary Public

KAREN A. HAUGHNEY
Notary Public, State of New York
No. 41-488058
Qualified in Queens County
Certificate filed in New York County
Commission Expires May 1, 1991

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On _____, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of the City of Fullerton and acknowledged to me that such City executed the within instrument pursuant to its bylaws, Charter or other ordinances so governing acts of the City.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On _____, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of the City of Fullerton and acknowledged to me that such City executed the within instrument pursuant to its bylaws, Charter or other ordinances so governing acts of the City.

WITNESS my hand and official seal.

Notary Public

4 of 4

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 7 of 7
Order: 9722233 Comment:

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Recorded In Official Records, County of Orange

Tom Daly, Clerk-Recorder



28.00

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE

2002001195893 11:22am 12/30/02

104 59 Q01 12

0.00 0.00 0.00 0.00 22.00 0.00 0.00 0.00

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Irell & Manella LLP
840 Newport Center Dr., Suite 400
Newport Beach, CA 92660
Attention: Jennifer Portnoff, Esq.

9722233-50

DOCUMENTARY TRANSFER TAX IS

\$ 0

SPACE ABOVE THIS LINE FOR RECORDER'S USE

☒ computed on full value of interest or
property conveyed, or

☐ computed on full value less value of
liens or encumbrances remaining at time of
sale

QUITCLAIM DEED

Jonathan Manufacturing Corporation, a Delaware corporation ("Jonathan"), as owner of the property described in Exhibit A attached hereto, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM, to the owners of the properties described in Exhibit B attached hereto, ALL ITS RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN GRANT OF RECIPROCAL ACCESS, INGRESS AND EGRESS EASEMENTS WITH AGREEMENT FOR MAINTENANCE AND INDEMNITY dated May 22, 1990 by and among Jonathan and the City of Fullerton, and recorded on May 31, 1990 in the Official Records of Orange County, California as Instrument No. 90-290640, a copy of which is attached hereto as Exhibit C.

Dated as of December 20, 2002

JONATHAN MANUFACTURING
CORPORATION,
a Delaware corporation

By:

Name: Robert L. Burch III

Its: Chairman of the Board

FIDELITY NATIONAL TITLE INSURANCE
COMPANY HAS RECORDED THIS INSTRUMENT
BY REQUEST AS AN ACCOMMODATION ONLY
AND HAS NOT EXAMINED IT FOR REGULARITY
AND SUFFICIENCY OR AS ITS EFFECT UPON
THE TITLE TO ANY REAL PROPERTY THAT
MAY BE DESCRIBED THEREIN.

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12/20/2002 08:42 FAX 849 780 5200

IRELL & MANELLA LLP

018

STATE OF NY)
COUNTY OF NY) ss.

On 12/20, 2002, before me, Alan Schuler, a notary public for the State of NY, personally appeared Robert Ruscio, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature


Notary Public

ALAN SCHULER 01801801003
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JAN 21 2006

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Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: Alan Schnuer
Date Commission Expires: 01/21/06
County where bond is Filed: New York
Commission No.: 01SC4991026
Manufacturer/Vendor No.: N/A

Place of execution - Newport Beach

Date - December 26, 2002


FIDELITY NATIONAL TITLE COMPANY

EXHIBIT A**Parcel 2:**

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 2 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southeast Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

12/20/2002 09:43 FAX 949 760 5200

IRELL & MANELLA LLP

020

EXHIBIT B**Parcel 1:**

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 1 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

Parcel 4:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 4 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southeast Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

618863

Exhibit C

90-290640

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Spieler, Woodward & Denis
Attorneys at Law
A Professional Corporation
707 Torrance Boulevard, Suite 200
Redondo Beach, California 90277
Attn: John A. Woodward

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA\$17.00
C16

-1235 PM MAY 31 '90

Lee A. Branch RECORDER

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

GRANT OF RECIPROCAL ACCESS, INGRESS AND EGRESS EASEMENTS

With Agreement for Maintenance and Indemnity

A.P.N. 0073-110-053, 054 & 055

This Grant of Reciprocal Access, Ingress and Egress Easements with Agreement for Maintenance and Indemnity (hereinafter "Agreement") is made this 22nd day of May, 1990, by Jonathan Manufacturing Corporation, a Delaware Corporation, hereinafter referred to as "Grantor" and by the City of Fullerton, hereinafter "Fullerton."

WHEREAS, Grantor is the owner of those three (3) certain parcels (hereinafter jointly and severally the "parcel(s)") of real property, now improved or to be improved, described in particular in Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter "the dominant tenement"); and

WHEREAS, it has been and is the desire and intention of Grantor to improve and to sell one or more of the parcels comprising the dominant tenement and to impose on the servient tenement, as hereinafter described, mutual beneficial and reciprocal easements for access, ingress and egress, all under a common general plan and scheme of improvement for the benefit of the dominant tenement, designed to preserve the value and commercial qualities of the dominant tenement for the benefit of its present and future owners;

NOW, THEREFORE, Grantor does declare, grant, reserve and agree, as to each of the parcels, as follows:

1. Recitals

Each and all of the foregoing recitals are incorporated herein by reference and made a part hereof.

2. Grant and Reservation of Easements

Grantor GRANTS to and simultaneously RESERVES FROM the parcels, each as to the other, non-exclusive reciprocal easements appurtenant over and across those portions of the dominant tenement which are described in Exhibit "B" and diagrammed in Exhibit "C" both of which Exhibits are attached hereto and made a part hereof by this reference (hereinafter "the servient tenement").

3. Purpose of Easements

Easements granted and reserved hereunder shall be for the purposes of reciprocal access, ingress and egress to the several parcels of the dominant tenement.

1 of 4

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

1 Description: Orange, CA Document-Year.DocID 1990.290640 Page: 1 of 7
Order: 9722233 Comment:

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4. Easements Binding and Run with the Land

Each of the parcels is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied, maintained, altered and improved subject to these protective limitations, covenants, conditions, restrictions, reservations, easements. Each owner by acceptance of any Deed or other instrument of conveyance of any interest in the parcels, whether a part or all thereof, agrees to each and all of the provisions hereof and to be bound by them. All of said limitations, covenants, conditions, restrictions, reservations, easements, shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the parcels, or any part thereof, whether as sole owners, joint owners, lessees, tenants, occupants, or otherwise, and they shall be for the benefit of every portion of the dominant tenement and shall be for the benefit of each successor in interest of Grantor and each owner, and may be enforced by Grantor, by any owner, by any successor in interest to Grantor or any owner.

5. Maintenance, Repair and Expenses

The owners of the parcels shall, at their mutual expense share equally one third per parcel, at all times maintain, repair, resurface and replace the servient tenement as needed for the mutual reciprocal benefit of the dominant tenement.

6. Implementation

The purposes of this Agreement shall be implemented by all of the owners of the parcels. To the extent that any disagreement arises between the parcel owners, the matter shall be resolved by majority vote, each parcel being entitled to cast one vote, or as otherwise necessary and appropriate at law or in equity.

7. Indemnity

Any and all liability, claims, judgments, costs and expenses including without limitation attorney's fees and costs incurred, arising from injuries or death of persons or damaged property and arising directly or indirectly in use of or on the servient tenement shall be borne equally one third per each parcel. The parcel owners agree to and shall indemnify and hold harmless one another as to their share of liability hereunder.

8. Interpretation and Severability

The provisions of this Agreement shall be liberally construed to effectuate its purposes. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

9. Interpretation of Uncertainties

In the event any language of this Agreement is held to be uncertain, such uncertainty shall not be interpreted against any party to the Agreement and the provisions of California Civil Code Section 1654 are hereby waived.

10. Assurances

The parcel owners agree to cooperate and to execute all documents and instrument and to take all action necessary as may reasonably be requested by the other owner or owners in order to fulfill the purposes of this Agreement.

11. Cumulative Remedies

Each remedy provided for in this Agreement shall be cumulative and not exclusive.

12. Attorney's Fees and Costs

In the event of any dispute under or by reason of this Agreement, the prevailing party in any such dispute shall be entitled to reimbursement for his actual attorney's fees, if reasonable, and all other costs of litigation or arbitration actually, but necessarily, incurred, including fees and costs incurred.

2 of 4

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 2 of 7
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13. Gender

Wherever herein the context so requires, the masculine, feminine and neuter gender each include the other, and the singular and plural numbers each include the other.

14. Enforcement

Each and every provision herein contained shall be for the benefit of any and all persons who now or who may hereafter own all or any portion of the parcels, and all such persons are specifically given the right to enforce the same at law or in equity. Upon the filing of any action to enforce the same, judgment may be given for attorney's fees against the party found to be in breach and in favor of the party seeking enforcement.

15. Amendment, Termination

This Grant and Agreement shall not be amended or terminated in any respect with the written consent and agreement of Fullerton.

IN WITNESS WHEREOF, The Grantor and Fullerton have each executed this Declaration on the date and year first above written, at Fullerton, California.

JONATHAN MANUFACTURING CORPORATION
A Delaware Corporation

By: Robert L. Birch

President

By: Robert L. Birch

Secretary

CITY OF FULLERTON

By: _____

Title: _____

By: _____

Title: _____

STATE OF New York

COUNTY OF New York

ss. _____

On 25th of May, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared Robert L. Birch personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the corporation and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Karen A. Maughrey
Notary Public

KAREN A. MAUGHREY
Notary Public, State of New York
No. 41-480553
Qualified in Queens County
Certificate filed in New York County
Commission Expires May 1, 1991

3 of 4

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 3 of 7
Order: 9722233 Comment:

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Parcel A:

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Parcel B:

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Parcel C:

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EXHIBIT A

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 4 of 7
Order: 9722233 Comment:

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**EASEMENT FOR
RECIPROCAL INGRESS & EGRESS**

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BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL 4, SAID POINT BEING 45.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 4, AS MEASURED ALONG SAID EASTERLY LINE; THENCE SOUTH $89^{\circ}50'17''$ WEST, 445.18 FEET ALONG A LINE THAT IS PARALLEL WITH AND NORTHERLY 45.00 FEET FROM THE SOUTHERLY LINE OF SAID PARCEL 4, TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND WESTERLY 25.00 FEET FROM THE EASTERLY LINE OF SAID PARCEL 1; THENCE SOUTH $0^{\circ}22'30''$ EAST, 445.61 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY LINE OF SAID PARCEL 1.

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ALL MORE PARTICULARLY SHOWN ON EXHIBIT "C", ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY:


WILLIAM L. HARRIS
L.S. 4556

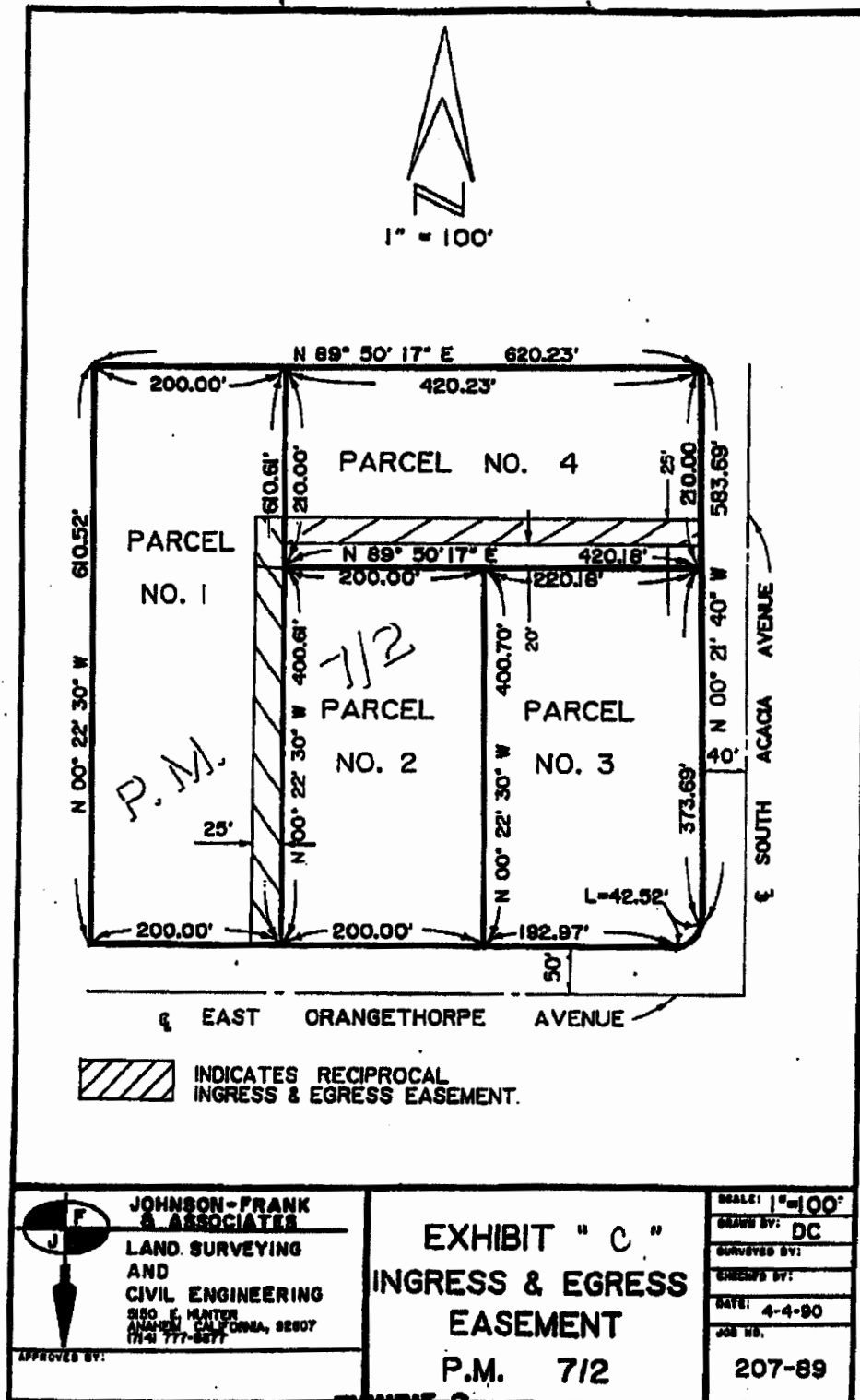


EXHIBIT B

REF: 207-89

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 5 of 7
Order: 9722233 Comment:

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Description: Orange, CA Document-Year.DocID 1990.290640 Page: 6 of 7
Order: 9722233 Comment:

STATE OF New York }
COUNTY OF New York } ss.

On 29th of May, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared Robert L. Birch personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the corporation and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
Notary Public

KAREN A. HAUGHNEY
Notary Public, State of New York
No. 41-46888
Qualified in Queens County
Certificate filed in New York County
Commission Expires May 1, 1991

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On _____, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of the City of Fullerton and acknowledged to me that such City executed the within instrument pursuant to its bylaws, Charter or other ordinances so governing acts of the City.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On _____, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of the City of Fullerton and acknowledged to me that such City executed the within instrument pursuant to its bylaws, Charter or other ordinances so governing acts of the City.

WITNESS my hand and official seal.

Notary Public

4 of 4

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 7 of 7
Order: 9722233 Comment:

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Recorded In Official Records, County of Orange

Tom Daly, Clerk-Recorder



28.00

2002001195894 11:22am 12/30/02

104 59 Q01 12

0.00 0.00 0.00 0.00 22.00 0.00 0.00 0.00

RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Irell & Manella LLP
840 Newport Center Dr., Suite 400
Newport Beach, CA 92660
Attention: Jennifer Portnoff, Esq.

9722233-50

DOCUMENTARY TRANSFER TAX IS
\$ 0

SPACE ABOVE THIS LINE FOR RECORDER'S USE

☒ computed on full value of interest or property
conveyed, or

☐ computed on full value less value of liens or
encumbrances remaining at time of sale

QUITCLAIM DEED

Jonathan Manufacturing Corporation, a Delaware corporation ("Jonathan"), as owner of the property described in Exhibit A attached hereto, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM, to the owners of the properties described in Exhibit B attached hereto, ALL ITS RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN GRANT OF RECIPROCAL ACCESS, INGRESS AND EGRESS EASEMENTS WITH AGREEMENT FOR MAINTENANCE AND INDEMNITY dated May 22, 1990 by and among Jonathan and the City of Fullerton, and recorded on May 31, 1990 in the Official Records of Orange County, California as Instrument No. 90-290640, a copy of which is attached hereto as Exhibit C.

Dated as of December 2nd, 2002

FIDELITY NATIONAL TITLE INSURANCE
COMPANY HAS RECORDED THIS INSTRUMENT
BY REQUEST AS AN ACCOMMODATION ONLY
AND HAS NOT EXAMINED IT FOR REGULARITY
AND SUFFICIENCY OR AS ITS EFFECT UPON
THE TITLE TO ANY REAL PROPERTY THAT
MAY BE DESCRIBED THEREIN.

JONATHAN MANUFACTURING
CORPORATION,
a Delaware corporation

By:
Name: Robert L. Burch III
Its: Chairman of the Board

612963

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12/26/2002 08:12 FAX 848 788 5200 IRELL & MANELLA LLP


014

STATE OF NY)
COUNTY OF H) ss.

On 12/20, 2002, before me, Alan Schnuer, a notary public for the State of NY, personally appeared Robert B. B..., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature



Notary Public

ALAN SCHNUER 016C4891028
NOTARY PUBLIC STATE OF NEW YORK
NEW YORK COUNTY
EXPIRES JAN 24 2006

618863

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003, All rights reserved.

Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary: Alan Schnuer
Date Commission Expires: 01/21/06
County where bond is Filed: New York
Commission No.: 01SC4991026
Manufacturer/Vendor No.: N/A

Place of execution - Newport Beach

Date - December 26, 2002



FIDELITY NATIONAL TITLE COMPANY

EXHIBIT A**Parcel 4:**

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 4 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southeast Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

EXHIBIT B**Parcel 1:**

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 1 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

Parcel 2:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 2 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southeast Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

611863

Exhibit C

90-290640

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Spieler, Woodward & Denis
Attorneys at Law
A Professional Corporation
707 Torrance Boulevard, Suite 200
Redondo Beach, California 90277
Attn: John A. Woodward

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA\$17.00
C16

1245 PM MAY 31 '90

Lee A. Branch RECORDER

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

GRANT OF RECIPROCAL ACCESS, INGRESS AND EGRESS EASEMENTS

With Agreement for Maintenance and Indemnity

A.P.N. 0073-110-053, 054 & 055

This Grant of Reciprocal Access, Ingress and Egress Easements with Agreement for Maintenance and Indemnity (hereinafter "Agreement") is made this 22nd day of May, 1990, by Jonathan Manufacturing Corporation, a Delaware Corporation, hereinafter referred to as "Grantor" and by the City of Fullerton, hereinafter "Fullerton."

WHEREAS, Grantor is the owner of those three (3) certain parcels (hereinafter jointly and severally the "parcel(s)") of real property, now improved or to be improved, described in particular in Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter "the dominant tenement"); and

WHEREAS, it has been and is the desire and intention of Grantor to improve and to sell one or more of the parcels comprising the dominant tenement and to impose on the servient tenement, as hereinafter described, mutual beneficial and reciprocal easements for access, ingress and egress, all under a common general plan and scheme of improvement for the benefit of the dominant tenement, designed to preserve the value and commercial qualities of the dominant tenement for the benefit of its present and future owners;

NOW, THEREFORE, Grantor does declare, grant, reserve and agree, as to each of the parcels, as follows:

1. Recitals

Each and all of the foregoing recitals are incorporated herein by reference and made a part hereof.

2. Grant and Reservation of Easements

Grantor GRANTS to and simultaneously RESERVES FROM the parcels, each as to the other, non-exclusive reciprocal easements appurtenant over and across those portions of the dominant tenement which are described in Exhibit "B" and diagrammed in Exhibit "C" both of which Exhibits are attached hereto and made a part hereof by this reference (hereinafter "the servient tenement").

3. Purpose of Easements

Easements granted and reserved hereunder shall be for the purposes of reciprocal access, ingress and egress to the several parcels of the dominant tenement.

1 of 4

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 1 of 7
Order: 9722233 Comment:

4. Easements Binding and Run with the Land

Each of the parcels is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied, maintained, altered and improved subject to these protective limitations, covenants, conditions, restrictions, reservations, easements. Each owner by acceptance of any Deed or other instrument of conveyance of any interest in the parcels, whether a part or all thereof, agrees to each and all of the provisions hereof and to be bound by them. All of said limitations, covenants, conditions, restrictions, reservations, easements, shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the parcels, or any part thereof, whether as sole owners, joint owners, lessees, tenants, occupants, or otherwise, and they shall be for the benefit of every portion of the dominant tenement and shall be for the benefit of each successor in interest of Grantor and each owner, and may be enforced by Grantor, by any owner, by any successor in interest to Grantor or any owner.

5. Maintenance, Repair and Expenses

The owners of the parcels shall, at their mutual expense share equally one third per parcel, at all times maintain, repair, resurface and replace the servient tenement as needed for the mutual reciprocal benefit of the dominant tenement.

6. Implementation

The purposes of this Agreement shall be implemented by all of the owners of the parcels. To the extent that any disagreement arises between the parcel owners, the matter shall be resolved by majority vote, each parcel being entitled to cast one vote, or as otherwise necessary and appropriate at law or in equity.

7. Indemnity

Any and all liability, claims, judgments, costs and expenses including without limitation attorney's fees and costs incurred, arising from injuries or death of persons or damaged property and arising directly or indirectly in use of or on the servient tenement shall be borne equally one third per each parcel. The parcel owners agree to and shall indemnify and hold harmless one another as to their share of liability hereunder.

8. Interpretation and Severability

The provisions of this Agreement shall be liberally construed to effectuate its purposes. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

9. Interpretation of Uncertainties

In the event any language of this Agreement is held to be uncertain, such uncertainty shall not be interpreted against any party to the Agreement and the provisions of California Civil Code Section 1634 are hereby waived.

10. Assurances

The parcel owners agree to cooperate and to execute all documents and instrument and to take all action necessary as may reasonably be requested by the other owner or owners in order to fulfill the purposes of this Agreement.

11. Cumulative Remedies

Each remedy provided for in this Agreement shall be cumulative and not exclusive.

12. Attorney's Fees and Costs

In the event of any dispute under or by reason of this Agreement, the prevailing party in any such dispute shall be entitled to reimbursement for his actual attorney's fees, if reasonable, and all other costs of litigation or arbitration actually, but necessarily, incurred, including fees and costs incurred.

2 of 4

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 3/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 2 of 7
Order: 9722233 Comment:

13. Gender

Wherever herein the context so requires, the masculine, feminine and neuter gender each include the other, and the singular and plural numbers each include the other.

14. Enforcement

Each and every provision herein contained shall be for the benefit of any and all persons who now or who may hereafter own all or any portion of the parcels, and all such persons are specifically given the right to enforce the same at law or in equity. Upon the filing of any action to enforce the same, judgment may be given for attorney's fees against the party found to be in breach and in favor of the party seeking enforcement.

15. Amendment, Termination

This Grant and Agreement shall not be amended or terminated in any respect with the written consent and agreement of Fullerton.

IN WITNESS WHEREOF, The Grantor and Fullerton have each executed this Declaration on the date and year first above written, at Fullerton, California.

JONATHAN MANUFACTURING CORPORATION
A Delaware Corporation

By: Robert L. Birch

President

By: Robert L. Birch

Secretary

CITY OF FULLERTON

By: _____

Title: _____

By: _____

Title: _____

STATE OF New YorkCOUNTY OF New York

ss. _____

On 29th of May, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared Robert L. Birch personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the corporation and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Karen A. Haughey
Notary Public

KAREN A. HAUGHEY
Notary Public, State of New York
No. 41-486088
Qualified in Queens County
Certificate filed in New York County
Commission Expires May 1, 1991

3 of 4

SdTCJMria (JEN) 832273/16 (Terraden) (Rev'd 5/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 3 of 7
Order: 9722233 Comment:

Parcel A:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 4 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southeast Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said real property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

Parcel B:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 1 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

Parcel C:

That portion of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 35, Township 3 South, Range 10 West in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, shown as Parcel No. 2 on a Map filed for record in Book 7 Page 2 of Parcel Maps in the office of the County Recorder of said County.

EXCEPT from that portion thereof included within the East half of said Southwest Quarter of the Southeast Quarter an undivided one-half interest in and to all gas, oil, other hydrocarbons and minerals lying in, on or under said land, together with the right, as hereinafter limited, to drill, re-drill, deepen, complete and maintain well holes under, through and beyond, and to drill and explore, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor), and other minerals from and through said property, together with the rights of way and easements for any and all of the above-mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 500.00 feet below the present surface of said Real Property, as reserved by Marion B. Van Buskirk, a married woman in deed recorded June 6, 1966.

EXHIBIT A

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 4 of 7
Order: 9722233 Comment:

**EASEMENT FOR
RECIPROCAL INGRESS & EGRESS**

A STRIP OF LAND 25.00 FEET IN WIDTH OVER PARCELS 1, AND 4, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE PARCEL MAP FILED IN BOOK 7, PAGE 2 OF PARCEL MAPS, RECORDS OF SAID COUNTY, THE NORTHERLY AND WESTERLY LINES OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL 4, SAID POINT BEING 45.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 4, AS MEASURED ALONG SAID EASTERLY LINE; THENCE SOUTH $89^{\circ}50'17''$ WEST, 445.18 FEET ALONG A LINE THAT IS PARALLEL WITH AND NORTHERLY 45.00 FEET FROM THE SOUTHERLY LINE OF SAID PARCEL 4, TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND WESTERLY 25.00 FEET FROM THE EASTERLY LINE OF SAID PARCEL 1; THENCE SOUTH $0^{\circ}22'30''$ EAST, 445.61 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY LINE OF SAID PARCEL 1.

THE SOUTHERLY AND EASTERLY LINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE EASTERLY ON THE EASTERLY LINE OF SAID PARCEL 4 AND SOUTHERLY ON THE SOUTHERLY LINE OF SAID PARCEL 1.

ALL MORE PARTICULARLY SHOWN ON EXHIBIT "C", ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY:

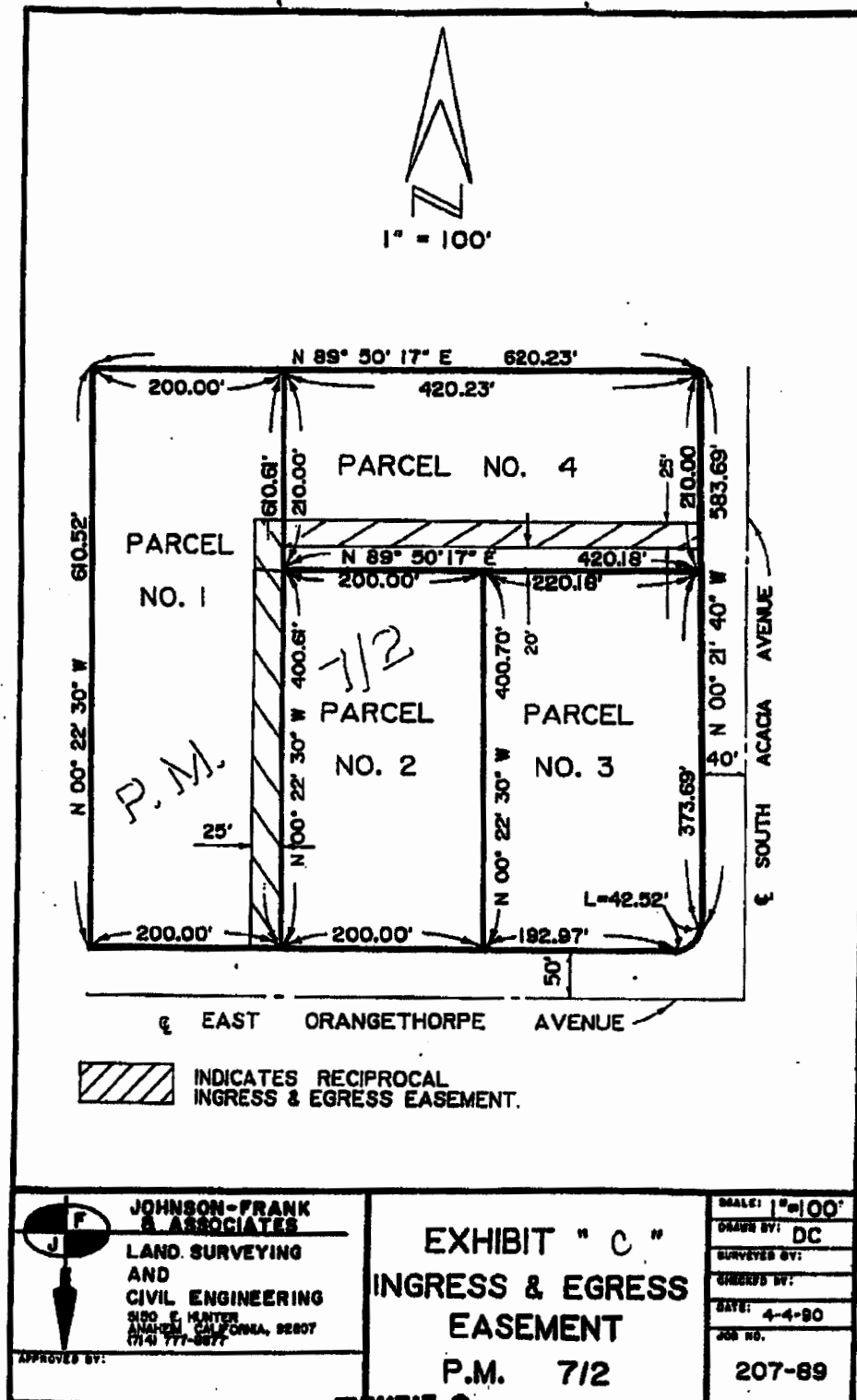
William L. Harris
WILLIAM L. HARRIS
L.S. 4556



EXHIBIT B

REF: 207-89

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 5 of 7
Order: 9722233 Comment:



Description: Orange, CA Document-Year: DocID 1990.290640 Page: 6 of 7
Order: 9722233 Comment:

STATE OF New York }
COUNTY OF New York } ss.

On 25th of May, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared Robert L. Birch personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the corporation and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
Notary Public

KAREN A. HAUGHNEY
Notary Public, State of New York
No. 41-48088
Qualified in Orange County
Certificate filed in New York County
Commission Expires May 1, 1991

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On _____, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of the City of Fullerton and acknowledged to me that such City executed the within instrument pursuant to its bylaws, Charter or other ordinances so governing acts of the City.

WITNESS my hand and official seal.

[Signature]
Notary Public

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On _____, 1990, before me, the undersigned, a Notary Public in and for said State personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of the City of Fullerton and acknowledged to me that such City executed the within instrument pursuant to its bylaws, Charter or other ordinances so governing acts of the City.

WITNESS my hand and official seal.

[Signature]
Notary Public

4 of 4

SdTCJMrie (JEN) 852273/16 (Terraden) (Rev'd 5/22/90)

Description: Orange, CA Document-Year.DocID 1990.290640 Page: 7 of 7
Order: 9722233 Comment:

Documentary Transfer Tax is not shown pursuant to Section 11932 of the California Revenue and Taxation Code, as amended.

RECORDED BY
FIDELITY NATIONAL TITLE

9723259-30

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO**

James P. Brady and Lisa Okabe Brady
305 West Maple
Orange, California 92866

Recorded in Official Records, County of Orange
Tom Daly, Clerk-Recorder

29.00

2003000979582 08:00am 08/14/03

102 122 002 5 non-dis
0.00 0.00 0.00 0.00 8.00 0.00 0.00 15.00

Mail Tax Statements To:

James P. Brady and Lisa Okabe Brady
305 West Maple
Orange, California 92866

(Space Above for Recorder's Use Only)

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

Documentary Transfer Tax is not shown pursuant to Section 11932 of the California Revenue and Taxation Code, as amended.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JONATHAN MANUFACTURING CORPORATION, a Delaware corporation ("Grantor"), hereby grants to JAMES P. BRADY and LISA OKABE BRADY, as husband and wife as joint tenants ("Grantee"), that certain real property located in the County of Orange, State of California, more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

SUBJECT TO:

1. Non-delinquent general and special real property taxes and assessments for the current fiscal year, and supplemental assessments accruing after the recordation of this Grant Deed; and
2. Covenants, conditions, restrictions, easements, reservations, rights and rights-of-way, dedications and offers of dedication, of record.

(Signature Page Follows)

648403

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Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document read as follows:

Name of Notary:	Alan Schnuer
Date Commission Expires:	1-21-2006
County where bond is Filed:	New York
Commission No.:	N/A
Manufacturer/Vendor No.:	N/A

Place of execution - Newport Beach

Date - August 7, 2003


FIDELITY NATIONAL TITLE COMPANY

Documents provided by eScribe LLC via its proprietary imaging and delivery system. Copyright 2000. All rights reserved.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: 7/16/03, 2003

JONATHAN MANUFACTURING
CORPORATION,
a Delaware corporation

By: [Signature]
Name: Robert L. Burch III
Its: Chairman of the Board

STATE OF NY)
COUNTY OF NY)

On 7/16/03, before me, Alan Schnuer
personally appeared [Signature]
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Alan Schnuer 01SC4991026
Notary Public State of New York Notary Public
Qualified in New York County
Commission Expires on Jan 21 2006

[Seal]

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Schedule 1

Legal Description

(See Attached)

048402

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City of Fullerton

1601 Orangethorpe

PARCEL 1 OF PARCEL MAP RECORDED IN BOOK 7 PAGE 2 OF PARCEL MAPS.

EXCEPT FROM THAT PORTION THEREOF INCLUDED WITHIN THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL GAS, OIL, OTHER HYDROCARBONS AND MINERALS LYING IN, ON OR UNDER SAID LAND, TOGETHER WITH THE RIGHT, AS HEREINAFTER LIMITED, TO DRILL, RE-DRILL, DEEPEN, COMPLETE AND MAINTAIN WELL HOLES UNDER, THROUGH AND BEYOND, AND TO DRILL AND EXPLORE, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR), AND OTHER MINERALS FROM AND THROUGH SAID PROPERTY, TOGETHER WITH THE RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY, EXCEPT BENEATH A DEPTH OF 500.00 FEET BELOW THE PRESENT SURFACE OF SAID REAL PROPERTY, AS RESERVED BY MARION B. VAN BUSKIRK, A MARRIED WOMAN IN DEED RECORDED JUNE 6, 1966.

073-110-54

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RECORDING REQUESTED BY:
Fidelity National Title Company - Major
Accounts
Escrow No. 628649-NP
Title Order No. 725125420-DJ

When Recorded Mail Document
and Tax Statement To:
Mr. and Mrs. Quan Dinh Tran
6179 Stonebridge Avenue
Westminster, CA 92683

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



32.00

2010000047715 01:32pm 01/29/10

93 401 G02 3 Non-dis

0.00 0.00 20.00 0.00 6.00 0.00 0.00 0.00

APN: 173-110-54

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

Documentary transfer tax is

- ☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated Area City of Fullerton

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, James P. Brady and Lisa Okabe Brady, Husband and Wife as Joint Tenants

hereby GRANT(S) to NMI Steel Co., LLC, a California limited liability company

the following described real property in the City of Fullerton

County of Orange, State of California:

SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

DATED: October 14, 2009

State of California

County of ORANGE

On JANUARY 27 2010 before me,
SEEMA SHARMA, Notary Public
(here insert name and title of the officer), personally
appeared JAMES P. BRADY &
LISA OKABE BRADY

who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and
acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws
of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

[Signature]
James P. Brady
[Signature]
Lisa Okabe Brady



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 12/07)

GRANT DEED

Title No. 09-725125420-DJ

Locate No. CAFNT0972-0972-0051-0725125420

LEGAL DESCRIPTION**EXHIBIT "One"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1 OF PARCEL MAP, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED IN BOOK 7, PAGE 2 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THAT PORTION THEREOF INCLUDED WITHIN THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL GAS, OIL, OTHER HYDROCARBONS AND MINERALS LYING IN, ON OR UNDER SAID LAND, TOGETHER WITH THE RIGHT, AS HEREINAFTER LIMITED, TO DRILL, RE-DRILL, DEEPEN, COMPLETE AND MAINTAIN WELL HOLES UNDER, THROUGH AND BEYOND, AND TO DRILL AND EXPLORE, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR), AND OTHER MINERALS FROM AND THROUGH SAID PROPERTY, TOGETHER WITH THE RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL THE ABOVE MENTIONED PURPOSES, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY, EXCEPT BENEATH A DEPTH OF 500.00 FEET BELOW THE PRESENT SURFACE OF SAID REAL PROPERTY, AS RESERVED BY MARION B. VAN BUSKIRK, A MARRIED WOMAN IN DEED RECORDED JUNE 6, 1966.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR DRIVEWAY AND OTHER PURPOSES, ALL AS DESCRIBED IN "TURNAROUND EASEMENT AGREEMENT" DATED AUGUST 12, 2003 AND RECORDED AUGUST 14, 2003 AS INSTRUMENT NO. 2003000979584 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: APN 073-110-54

Government Code 27361.7

I certify under the penalty of perjury that the notary seal on
this document reads as follows:

Name of Notary:

Seema Sharma

Date Commission Expires:

3/11/2012

County where bond is Filed:

San Diego

Commission No.:

1797987

Manufacturer/Vendor No.:

NNAI

Place of execution - Newport Beach

Date -

1/29/10


FIDELITY NATIONAL TITLE COMPANY

Documents provided by DataTree LLC via it's proprietary imaging and delivery system. Copyright 2003. All rights reserved.

FIDELITY NATIONAL TITLE COMPANY**RECORDING REQUESTED BY****AND WHEN RECORDED MAIL TO:**

McKenna Equities, LLC
John Renken
492 W foothill Bird
Claremont, CA 91711

ORDER NO.:

Escrow No. 23035549-010

Parcel No. 073-110-54

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



15.00

2013000599213 8:00 am 10/25/13

93 406 D10 4 Non-dis

0.00 0.00 0.00 0.00 9.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED**THE UNDERSIGNED GRANTOR(s) DECLARE(s)**

- ☐ unincorporated area
☐ the city of Fullerton

Documentary Transfer Tax is \$

- ☐ computed on full value of interest or property conveyed, or
☐ full value less value of liens or encumbrances remaining at the
time of sale

not of public Record

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

NMI Steel Co, LLC, a California limited liability company

hereby GRANT(s) to

McKenna Equities, LLC, a California limited liability company

the following real property in the County of Orange, State of California:

Legal Description attached hereto and made a part hereof.

*See Exhibit A**mail taxes to Above*

ORDER NO.:
ESCROW NO. 23035549-010

Dated: September 4, 2013

SELLER:

NMI Steel Co, LLC, a California limited liability company

By: Quan Dinh Tran
Quan Dinh Tran
Its: Manager

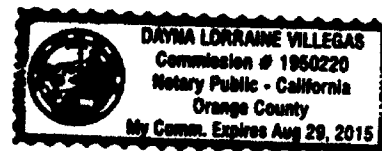
STATE OF CALIFORNIA
COUNTY OF Orange } SS:

On October 24, 2013 before me, Dayna Lorraine Villegas,
a Notary Public, personally appeared Quan Dinh Tran who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same
in his/~~her~~/their authorized capacity(ies) and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this Statement is attached reads as follows:

NAME OF THE NOTARY: DAYNA LORRAINE VILLEGAS
DATE COMMISSION EXPIRES: 08-29-2015
COUNTY WHERE BOND IS FILED: Orange
COMMISSION NUMBER: 1950220 VENDOR#: NNA1

I certify under penalty of perjury and the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

PLACE OF EXECUTION: LOS ANGELES

DATE: 10-25-13

SIGNATURE: 

* Personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

ORDER NO.:
ESCROW NO.: 23035549-010

EXHIBIT A
Legal Description

PARCEL 1:

PARCEL 1 OF PARCEL MAP, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED IN BOOK 7, PAGE 2 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THAT PORTION THEREOF INCLUDED WITHIN THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL GAS, OIL, OTHER HYDROCARBONS AND MINERALS LYING IN, ON OR UNDER SAID LAND, TOGETHER WITH THE RIGHT, AS HEREINAFTER LIMITED, TO DRILL, REDRILL, DEEPEN, COMPLETE AND MAINTAIN WELL HOLES UNDER, THROUGH AND BEYOND, AND TO DRILL AND EXPLORE, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR), AND OTHER MINERALS FROM AND THROUGH SAID PROPERTY, TOGETHER WITH THE RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL THE ABOVE MENTIONED PURPOSES, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY, EXCEPT BENEATH A DEPTH OF 500.00 FEET BELOW THE PRESENT SURFACE OF SAID REAL PROPERTY, AS RESERVED BY MARION B. VAN BUSKIRK, A MARRIED WOMAN IN DEED RECORDED JUNE 06, 1966.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR DRIVEWAY AND OTHER PURPOSES, ALL AS DESCRIBED IN "TURNAROUND EASEMENT AGREEMENT" DATED AUGUST 12, 2003 AND RECORDED AUGUST 14, 2003 AS INSTRUMENT NO. 2003000979584 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

ATTACHMENT B

CASE MANAGEMENT RECORD

Info

ORIGINAL
UPDATED

CASE NUMBER:	DAR: <i>SS-200</i>	CAAC:	FAR:			
TITLE: <i>Co. Farm. Autos.</i>						
REFERENCE: <i>FAR See <i>lit</i> 2/21/80</i>						
			ORIGINATION DATE:			
SYNOPSIS: <i>add'l public comment</i>						
PRIORITY:		ORIGINATOR CODE:				
KEYWORDS:						
CASE REFERENCES:						
FAR CITES						
DFARS CITES						
CASE MANAGER: <i>N</i>		SUBCOUNCIL ASSIGNMENT:				
COGNIZANT COMMITTEES: <i>CCP</i>						
RECOMMENDED ACTION:						
BOX RECORD	1)	2)	3)	4)	5)	6)
7a)	7b)	7c)	8a)	8b)	8c)	9)
10)	11)	12)	13a)	13b)		
DISCUSSION DATE:			DOCKET DATE:			
REPORT DATE:						
FAC	NUMBER:		DATE:		ITEM:	
DAC	NUMBER:		DATE:		ITEM:	
DEPARTMENTAL	NUMBER:				DATE:	
BULLETIN	NUMBER:				DATE:	
CASE CLOSED:			CASE COMPLETED:			



FEB 21 1986

Colonel Otto J. Guenther
Director, Defense Acquisition
Regulatory Council
ASD(A&L)DASD(P)DARS
C/O 3E791, The Pentagon
Washington, DC 20301-3062

Subject: FAR Case 85-64, Company-furnished automobiles

Dear Colonel Guenther:

Additional comments received concerning the subject FAR Case are forwarded for your appropriate action.

Sincerely,

A handwritten signature in cursive script, reading 'M. A. Willis', is positioned below the word 'Sincerely,'.

MARGARET A. WILLIS
FAR Secretariat

Enclosures

cc: Chairman, Civilian Agency Acquisition Council
ATTN: Team Leader, Contract Cost, Price and Finance

Due 1/21/86

[illegible]

Published FR: 50FR 51776
Date: 12/19/85

To: CAAC/DARC
Date: FEB 21 1986



General Services Administration
Office of Acquisition Policy
Washington, DC 20405

00004-3A

JAN 31 1986

MEMORANDUM FOR LARRY J. RIZZI
DIRECTOR
OFFICE OF FEDERAL ACQUISITION
AND REGULATORY POLICY (VR)

FROM: IDA M. USTAD *Handwritten signature*
DIRECTOR
OFFICE OF GSA ACQUISITION
POLICY AND REGULATIONS (VP)

SUBJECT: Proposed changes to the Federal
Acquisition Regulation

The Office of GSA Acquisition Policy and Regulations concurs with the proposed Federal Acquisition Regulation (FAR) changes concerning the following subsections:

<u>FAR Case</u>	<u>Subsections</u>	<u>Subject</u>
85-63	31.201-2	Determining allowability
85-64	31.205-6	Compensation for personal services
	31.205-46	Travel costs
85-65	31.205-14	Entertainment costs
85-66	31.205-33	Professional and consultant service costs
85-67	31.205-52	Executive lobbying costs
85-68	31.205-51	Alcoholic beverage costs
85-71	31.205-38	Selling costs
85-73	31.205-8	Contributions and donations
	31.205-15	Fines and penalties
	31.205-47	Defense of fraud proceedings

RECEIVED

Sundstrand Aviation Operations

unit of Sundstrand Corporation



4747 HARRISON AVENUE P.O. BOX 7002 • ROCKFORD ILLINOIS 61125-7002 • PHONE (815) 226-6000 • TWX 910-631-4255 • TELEX 257-440

January 30, 1986

General Services Administration
FAR Secretariat (VRS)
18th & F Streets, N.W., Room 4041
Washington, D.C. 20405

Attention: Ms. Margaret A. Willis

Dear Ms. Willis:

The purpose of this letter is to comment on the series of FAR cases which have been issued to implement Section 911 of the FY 1986 DoD Authorization Act. Since all of these FAR cases directly pertain to the regulation of allowable costs payable to defense contractors, we feel that it is appropriate to provide some general comments and then address each FAR case separately. The FAR cases to be addressed in this letter are:

1. 85-63: Determining Allowability
2. 85-64: Company Furnished Automobile
3. 85-65: Club Memberships
4. 85-66: Costs of Litigating Appeals
5. 85-67: Executive Branch Lobbying
6. 85-68: Alcoholic Beverages
7. 85-71: Selling Costs
8. 85-73: Donations; Fines and Penalties; Defense of Fraud Proceedings

Sundstrand Corporation is a defense contractor which participates in significant DoD and NASA programs primarily as a subcontractor. As a defense contractor, we are concerned that the purpose and thrust of Section 911 will serve to reduce the number of firms entering into or continuing to do business with the Government. It will also increase the expenses of doing business with the government because of the need for industry to establish accounting, audit, legal, and other internal management systems and controls to administer the increasingly disparate functions of Government and commercial business. Most significantly, it will increase the overall business risk of doing business with the Government because of the various administrative, civil, and criminal actions and penalties which can arise out of complex financial transactions where audits or investigations are conducted months or years after the transactions have occurred. This increased business risk will detract from full and effective contractor attention to the technical and schedule aspects of Government programs, and is likely to foster an adversarial relationship between Government and industry

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FEB 6 1986

personnel involved in contract execution and administration.

The referenced series of FAR cases implementing Section 911 are likewise perceived as furthering the concerns expressed above. Although a major mandate of Section 911 is to prescribe regulations which "clarify" cost principles, the proposed regulations seem to maximize the scope of unallowable costs. This maximizing of unallowable costs goes beyond the Section 911 mandate of "clarification" and does not indicate any attempt to use the authority of Section 911 to "establish appropriate definitions, exclusions, limitations, and qualifications" which recognize customary and appropriate costs incurred in the conduct of business. The failure to establish appropriate definitions, exclusions, limitations, and qualifications to allow costs which are reasonable and directly related to maintaining the effectiveness and viability of defense contractors goes beyond the scope of Section 911.

The referenced series of FAR cases do not prescribe the method and manner of their applicability to subcontractors of a covered contract. This is a mandate of Section 911 which must be accomplished along with the prescribing of proposed cost principle revisions. The failure to do this violates Section 911 and makes it difficult or impossible to completely assess the overall impact of the proposed revisions on prime and subcontractors.

The referenced series of FAR cases do not include any discussion of, or proposed regulations implementing Section 911 definition of "covered contract," particularly since this definition is different than the current FAR provisions pertaining to the applicability of cost principles to contracts. Again, the action of proposing piecemeal cost principle revisions without recognizing and implementing the other substantive and definitional portions of Section 911 violates Section 911 and leads to the prescribing of proposed regulations which may not have overall consistency and thus are in violation of the statute.

Our comments addressed to each separate FAR case are provided in Enclosure 1 to this letter.

Sundstrand Corporation appreciates this opportunity to comment on these FAR cases. Although we may not be in complete agreement with the purpose and thrust of Section 911 and these FAR cases, we are committed to maintaining a meaningful dialogue with the Government concerning such significant matters.

Sincerely,



R. John Chapel
Director, Business Planning

Enclosure

1. FAR CASE 85-63: DETERMINING ALLOWABILITY

Section 911 does not provide for or require such a rule. The legislative history of Section 911 reveals, in fact, that such a rule was considered and deleted at the specific insistence of the Senate. The proposed rule ignores the reality of the business environment by failing to recognize that costs may have more than one purpose or that the facts and circumstances of a specific situation may and should determine the proper treatment of costs. The objective or intent of incurring costs can and should be a consideration in the proper categorization of costs as allowable or unallowable. The rule proposed in FAR Case 85-63 is likely to result in Government efforts to "fit" costs into unallowable areas, rather than encouraging the definition and clarification of cost principles which are reasonable and consider the business environment. This rule should not be adopted.

2. FAR CASE 85-64: COMPANY - FURNISHED AUTOMOBILE

This rule should be revised to recognize there are circumstances where an employee on company business could use a company automobile to go to and from work, but not solely or primarily for the purpose of transportation. An example would be an employee returning from a business trip in the late evening in a company automobile and driving to his home. The employee's trip to his home in the evening and to work in the morning should not be considered as personal use of the automobile, particularly where such use is not continuous or routine for the employee. In this regard, the second sentence of the proposed FAR 31.206-45F) should be revised to insert the word "primarily" between the words "used" and "for."

ATTACHMENT C



Jared Blumenfeld
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D.

Director

1001 "I" Street

P.O. Box 806

Sacramento, California 95812-0806



Gavin Newsom
Governor

EPA ID PROFILE

Map

ID Number:

Name:

County:

NAICS:

CAD980585772

SUNDSTRAND AVIATION

ORANGE

N/A

Status:

Inactive Date:

Record Entered:

Last Updated:

INACTIVE

1/1/1995 12:00:00 AM

4/7/1983 12:00:00 AM

9/14/2004 2:05:48 PM

	Name	Address	City	State	Zip Code	Phone
Location	SUNDSTRAND AVIATION	1601 E. ORANGETHORPE AVE	FULLERTON	CA	926310000	
Mailing		1601 E. ORANGETHORPE AVE	FULLERTON	CA	926310000	
Owner	--	--	--	99	--	0000000000
Operator/Contact	UNDELIVERABLE SURVEY 1-25-95LH	--	--	99	--	--

Based Only Upon ID Number:

CAD980585772

Calif. Manifests?	Non Calif. Manifests?	Transporter Registration?
N/A	N/A	N/A

California and Non California Manifest Tonnage Total and Waste Code by Year Matrix by Entity Type (if available) are on the next page

Calif. Manifest Counts and Total Tonnage

**No Records
Found****Non California Manifest Total Tonnage****No Records
Found**

The Department of Toxics Substances Control (DTSC) takes every precaution to ensure the accuracy of data in the Hazardous Waste Tracking System (HWTS). However, because of the large number of manifests handled, inaccuracies in the submitted data, limitations of the manifest system and the technical limitations of the database, DTSC cannot guarantee that the data accurately reflect what was actually transported or produced.

Report Generation Date: 02/13/2020

ATTACHMENT D

Detailed Facility Report

Facility Summary

SUNDSTRAND AVIATION OPERATIONS

1601 EAST ORANGETHORPE AVE,

FULLERTON, CA 92831

FRS (Facility Registry Service) ID: 110006468562

EPA Region: 09

Latitude: 33.85962

Longitude: -117.89991

Locational Data Source: FRS

Industry: No description found

Indian Country: N

Enforcement and Compliance Summary

Statute	RCRA
Insp (5 Years)	--
Date of Last Inspection	--
Current Compliance Status	No Violation Identified
Qtrs with NC (of 12)	0
Qtrs with Significant Violation	0
Informal Enforcement Actions (5 years)	--
Formal Enforcement Actions (5 years)	--
Penalties from Formal Enforcement Actions (5 years)	--
EPA Cases (5 years)	--
Penalties from EPA Cases (5 years)	--

Regulatory Information

Clean Air Act (CAA): No Information

Clean Water Act (CWA): No Information

Resource Conservation and Recovery Act (RCRA): Active (CAD980585772)

Safe Drinking Water Act (SDWA): No Information

Other Regulatory Reports

Air Emissions Inventory (EIS): No Information
Greenhouse Gas Emissions (eGGRT): No Information
Toxic Releases (TRI): No Information
Compliance and Emissions Data Reporting Interface (CEDRI): No Information

Known Data Problems

Facility/System Characteristics

Facility/System Characteristics

System	Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
FRS		110006468562					N	33.85962	-117.89991
RCRAInfo	RCRA	CAD980585772	SQG	Active (H)			N	33.859624	-117.897428

Facility Address

System	Statute	Identifier	Facility Name	Facility Address
FRS		110006468562	SUNDSTRAND AVIATION OPERATIONS	1601 EAST ORANGETHORPE AVE, FULLERTON, CA 92831
RCRAInfo	RCRA	CAD980585772	SUNDSTRAND AVIATION OPERATIONS	1601 EAST ORANGETHORPE AVE, FULLERTON, CA 92831

Facility SIC (Standard Industrial Classification) Codes

System	Identifier	SIC Code	SIC Description
No data records returned			

Facility NAICS (North American Industry Classification System) Codes

System	Identifier	NAICS Code	NAICS Description
No data records returned			

Facility Tribe Information

Reservation Name	Tribe Name	EPA Tribal ID	Distance to Tribe (miles)
No data records returned			

Enforcement and Compliance

Compliance Monitoring History (5 years)

Statute	Source ID	System	Activity Type	Compliance Monitoring Type	Lead Agency	Date	Finding (if applicable)
No data records returned							

Entries in italics are not counted in EPA compliance monitoring strategies or annual results.

Compliance Summary Data

Statute	Source ID	Current SNC (Significant Noncompliance)/HPV (High Priority Violation)	Current As Of	Qtrs with NC (Noncompliance) (of 12)	Data Last Refreshed
RCRA	CAD980585772	No	02/08/2020	0	02/07/2020

Three-Year Compliance History by Quarter

Statute	Program/Pollutant/ Violation Type	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8	QTR 9	QTR 10	QTR 11	QTR 12+
	RCRA (Source ID: CAD980585772)	04/01-06/30/17	07/01-09/30/17	10/01-12/31/17	01/01-03/31/18	04/01-06/30/18	07/01-09/30/18	10/01-12/31/18	01/01-03/31/19	04/01-06/30/19	07/01-09/30/19	10/01-12/31/19	01/01-03/31/20
	Facility-Level Status	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified	No Violation Identified

Informal Enforcement Actions (5 Years)

Statute	System	Source ID	Type of Action	Lead Agency	Date
No data records returned					

Formal Enforcement Actions (5 Years)

Statute	System	Law/Section	Source ID	Action Type	Case No.	Lead Agency	Case Name	Issued/Filed Date	Settlements/Actions	Settlement/Action Date	Federal Penalty	State/Local Penalty	SEP Cost	Comp Action Cost
No data records returned														

Environmental Conditions

Water Quality

Permit ID	Combined Sewer System?	Number of CSO (Combined Sewer Overflow) Outfalls	12-Digit WBD (Watershed Boundary Dataset) HUC (RAD (Reach Address Database))	WBD (Watershed Boundary Dataset) Subwatershed Name (RAD (Reach Address Database))	State Water Body Name (ICIS (Integrated Compliance Information System))	Impaired Waters	Impaired Class	Causes of Impairment(s) by Group(s)	Watershed with ESA (Endangered Species Act)-listed Aquatic Species?
No data records returned									

Water Body Designated Uses

Reach Code	Water Body Name	Exceptional Use	Recreational Use	Aquatic Life Use	Shellfish Use	Beach Closure Within Last Year	Beach Closure Within Last Two Years
No data records returned							

Air Quality

Nonattainment Area?	Pollutant(s)	Applicable Nonattainment Standard(s)
Yes	Ozone	8-Hour Ozone (1997), 8-Hour Ozone (2008), 8-Hour Ozone (2015)
No	Lead	
Yes	Particulate Matter	PM-10 (1987), PM-2.5 (1997), PM-2.5 (2006), PM-2.5 (2012)
Yes	Carbon Monoxide	Carbon Monoxide (1971)
Yes	Nitrogen Dioxide	Nitrogen Dioxide (1971)
No	Sulfur Dioxide	

Pollutants

Toxics Release Inventory History of Reported Chemicals Released in Pounds per Year at Site

TRI Facility ID	Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs (Publicly Owned Treatment Works)	Underground Injections	Releases to Land	Total On-site Releases	Total Off-site Transfers
No data records returned								

Toxics Release Inventory Total Releases and Transfers in Pounds by Chemical and Year

Chemical Name
No data records returned

Demographic Profile

EJSCREEN EJ Indexes

Eleven primary environmental justice (EJ) indexes of EJSCREEN, EPA's screening tool for EJ concerns. EPA uses these indexes to identify geographic areas that may warrant further consideration or analysis for potential EJ concerns. Note that use of these indexes does not designate an area as an "EJ community" or "EJ facility." EJSCREEN provides screening level indicators, not a determination of the existence or absence of EJ concerns. For more information, see the [EJSCREEN home page](#).

Census Block Group EJ Indexes (percentile)	
Particulate Matter (PM 2.5)	95.9
Ozone NATA Diesel PM	94.2
NATA Air Toxics Cancer Risk	93.9
NATA Respiratory Hazard Index (HI)	93.8
Traffic Proximity	99.8
Lead Paint Indicator	93.7
Superfund Proximity	97.4
Risk Management Plan (RMP) Proximity	99.6
Hazardous Waste Proximity	98.4
Wastewater Discharge Proximity	96.3

Number of EJ Indexes Above 80th Percentile
11

[View EJSCREEN Report](#)

Demographic Profile of Surrounding Area (3 Miles)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 US Census and American Community Survey data, and are accurate to the extent that the facility latitude and longitude listed below are correct. The latitude and longitude are obtained from the EPA Locational Reference Table (LRT) when available.

General Statistics	
Total Persons	226,832
Population Density	8,120/sq.mi.
Percent Minority	73%
Households in Area	67,417
Housing Units in Area	71,460
Households on Public Assistance	1,726
Persons Below Poverty Level	88,274

Geography	
Radius of Selected Area	3 mi.
Center Latitude	33.85962
Center Longitude	-117.89991
Land Area	99%
Water Area	1%

Income Breakdown - Households (%)	
Less than \$15,000	6,474 (9.54%)
\$15,000 - \$25,000	6,688 (9.85%)
\$25,000 - \$50,000	16,995 (25.04%)
\$50,000 - \$75,000	13,606 (20.05%)
Greater than \$75,000	24,107 (35.52%)

Age Breakdown - Persons (%)	
Children 5 years and younger	17,180 (8%)
Minors 17 years and younger	60,328 (27%)
Adults 18 years and older	166,504 (73%)
Seniors 65 years and older	20,732 (9%)

Race Breakdown - Persons (%)	
White	123,346 (54%)
African-American	5,158 (2%)
Hispanic-Origin	130,943 (58%)
Asian/Pacific Islander	25,485 (11%)
American Indian	1,921 (1%)
Other/Multiracial	70,923 (31%)

Education Level(Persons 25 & older) - Persons (%)	
Less than 9th Grade	22,351 (16.81%)
9th through 12th Grade	15,261 (11.48%)
High School Diploma	29,817 (22.43%)
Some College/2-year	34,561 (25.99%)
B.S./B.A. (Bachelor of Science/Bachelor of Arts) or More	30,972 (23.29%)

ATTACHMENT E

PROP-C-Controlled/Proprietary Business Information Claimed



PROP-C-Controlled/Proprietary Business Information Claimed

PROP-C-Controlled/Proprietary Business Information Claimed

PROP-C-Controlled/Proprietary Business Information Claimed



PROP-C-Controlled/Proprietary Business Information Claimed

PROP-C-Controlled/Proprietary Business Information Claimed

PROP-C-Controlled/Proprietary Business Information Claimed

PROP-C-Controlled/Proprietary Business Information Claimed

PROP-C-Controlled/Proprietary Business Information Claimed

PROP-C-Controlled/Proprietary Business Information Claimed

ATTACHMENT F



KeyCite Yellow Flag - Negative Treatment

Disagreement Recognized by [Reilly Foam Corp. v. Rubbermaid Corp.](#), E.D.Pa., May 28, 2002

681 F.Supp. 287
United States District Court,
W.D. Pennsylvania.

PPG INDUSTRIES, INC., Plaintiff,
v.
SUNDSTRAND CORPORATION, Defendant.

Civ. A. No. 86-2215.

|
March 7, 1988.

Synopsis

Buyer of manufacturing equipment brought action against seller for breach of contract for engineering design services. On seller's motion for partial summary judgment, the District Court, Mencer, J., held that buyer could only recover in contract, and not in tort, where failure of designed product resulted only in economic loss, notwithstanding allegation that contract was for professional services.

Motion granted.

Procedural Posture(s): Motion for Summary Judgment.

West Headnotes (1)

[1] Action **Nature of Action**

Buyer under contract for engineering design services could only recover in contract, and not in tort, where failure of designed product resulted only in economic loss, notwithstanding allegation that contract was for professional services.

[17 Cases that cite this headnote](#)

Attorneys and Law Firms

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MEMORANDUM OPINION

MENCER, District Judge.

This is a contract and tort action arising out of an contract for engineering design services performed for the plaintiff, PPG Industries, Inc. ["PPG"], by the defendant, Sundstrand Corporation ["Sundstrand"]. The complaint consists of five counts, the first of which is for breach of contract. The second count is for professional negligence, the third for ordinary negligence. Count Four alleges misrepresentation by nondisclosure, and the fifth count is also for misrepresentation. We must now decide upon a motion by Sundstrand for partial summary judgment on all but the contract claim in count one.

FACTS

PPG, a Pennsylvania corporation with its principal place of business in Pittsburgh, maintains manufacturing facilities throughout the nation. In the mid-seventies, PPG was preparing to solicit quotations and award contracts for the manufacture and supply of new winder and collet systems for the manufacture of fiberglass at its North Carolina facilities. In September, 1976, PPG engineers met with representatives of Task Corporation in Anaheim, California, where Task was located, and Task undertook to develop new designs for winders and collets and to perform analyses of that design. Task later moved its facilities to Fullerton, California, and was acquired by Sundstrand, a Delaware corporation with its principal place of business in Rockford, Illinois. PPG and Sundstrand entered into an "Engineering Services Agreement" in 1977, in which Sundstrand agreed to do analysis and testing work on the stress and fatigue life of the collet fingers to assure that the specified minimum life of 250,000 cycles was attainable. Design review meetings were held on April 19-20, 1977, in Rockford, Illinois,

on June 30, 1977 in Shelby, North Carolina, and on October 17–18, 1977 in Denver, Colorado. On October 27, 1977 the results of a preliminary design study on one of the new winder configurations was held in Rockford, Illinois. Another review meeting was held in Anaheim, *288 California on January 24–25, 1978. Sundstrand did stress and fatigue life analyses of a collet finger, which was an aluminum extrusion machined on both the inside and outside surfaces, and certified that the collet finger, as designed, would last well in excess of 250,000 cycles, the required life specified by PPG. Sundstrand's primary stress analyst was Mari Wolf, who was located at the Anaheim, California office of Sundstrand. She was supervised by Benjamin Gay, also located in California. Mari Wolf spent a considerable portion of 1977 in Rockford, Illinois performing the stress analyses, and apparently drafted Sundstrand's reports to PPG in California. Based on Sundstrand's findings, PPG issued various purchase orders to Sundstrand for the manufacture and supply of winders and collets.

After Sundstrand had begun supplying PPG with new winders, PPG inquired of Sundstrand whether less expensive collet fingers, not machined on the inside surfaces [called “as extruded” collet fingers] would still meet the stress and fatigue life criteria. The parties dispute the genesis of the design revision. PPG claims that Sundstrand informed them that they were going to discontinue machining the inside surfaces and would supply “as extruded” collet fingers. Sundstrand claims PPG ordered it to undertake a “Value Engineering Study” to identify strategies to reduce costs. In either event, Sundstrand advised PPG that eliminating the machining of the inside surface could reduce the cost of the collet fingers by 42 percent. PPG alleges that Sundstrand gave it written assurance that the change would not affect the stress and fatigue life of the collet fingers. PPG states that Sundstrand supplied it with at least 354 winders with “as extruded” collet fingers. PPG's complaint alleges that in May, 1986 it discovered that these “as extruded” collet fingers were developing stress cracks below the specified minimum life. They allege that this rendered the collet fingers unfit for further service, causing PPG extensive engineering costs in its efforts to replace all the “as extruded” collet fingers supplied by Sundstrand.

PPG filed this action alleging a breach of the Engineering Services Agreement, causing damage to the collet fingers themselves as well as the cost of replacement. In addition, PPG's complaint contains causes of action in tort. PPG alleges that Sundstrand breached its duty to perform its design work in a professional and non-negligent manner. PPG also claims that the defendant misrepresented by not disclosing that it had not tested the “as extruded” collet fingers, and by insisting that the “as extruded” collet fingers would meet the design criteria.

Sundstrand's motion for partial summary judgment claims that PPG's remedies for the cost of replacement, an economic loss, are defined exclusively in an action under the contract. Therefore, Sundstrand argues, PPG's tort claims fail to state a cause of action for which relief can be granted. PPG responds that choice of law requires that this Court apply the laws of California, Illinois or North Carolina, and not that of Pennsylvania, and that those states would recognize a tort remedy for this loss where the contract is for professional services.

DISCUSSION

A. Summary Judgment Standard

[Rule 56\(c\) of the Federal Rules of Civil Procedure](#) provides that summary judgment shall be granted if, upon a review of the materials properly before the court, “there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” [Fed.R.Civ.P. 56\(c\)](#). Summary judgment may properly be granted in the face of some alleged factual dispute between the parties, because [Rule 56\(c\)](#) requires only that there be no *genuine* issue of *material* fact. [Anderson v. Liberty Lobby, Inc.](#), 477 U.S. 242, 248, 106 S.Ct. 2505, 2510, 91 L.Ed.2d 202, 211 (1986). While a court must view the evidence in a light most favorable to the non-moving party, [Lang v. New York Life Ins. Co.](#), 721 F.2d 118, 119 (3d Cir.1983), summary judgment must be granted “against a party who fails to establish the existence of an element essential to that *289 party's case, and on which that party will bear the burden of proof at trial.” [Celotex Corp. v. Catrett](#), 477 U.S. 317, 322, 106 S.Ct. 2548, 2553, 91 L.Ed.2d 265, 273 (1986); C. Wright,

A. Miller, M. Kane *Federal Practice And Procedure* § 2727 (Supp.1987).

B. Is Economic Loss Recoverable Under Tort Theory?

Sundstrand's motion for summary judgment is grounded on the proposition that the cost of replacement of the collet fingers is an economic loss, and "when the failure of a product results only in economic loss, the owner's remedy is in contract and not in tort." Memorandum in Support of Defendant's Motion for Partial Summary Judgment, p. 3. Sundstrand's position enjoys considerable support from the United States Supreme Court in *East River Steamship Co. v. Transamerica Delaware, Inc.*, 476 U.S. 858, 106 S.Ct. 2295, 90 L.Ed.2d 865 (1986), and the Third Circuit in *Aloe Coal Co. v. Clark Equipment Co.*, 816 F.2d 110, 117 (3d Cir.), *cert. denied*, 484 U.S. 853, 108 S.Ct. 156, 98 L.Ed.2d 111 (1987).

In *East River*, charterers of supertankers brought suit against turbine manufacturers seeking damages from alleged design and manufacturing defects which caused the supertankers to malfunction while on the high seas. 476 U.S. 858, 106 S.Ct. 2295, 90 L.Ed.2d 865. The suit had originally alleged breach of contract and warranty as well as tort claims for strict liability for design defects and negligent supervision of the installation. Due to statute of limitations defenses, the contract claims were dropped and the suit was brought in tort only. 106 S.Ct. at 2297.

The Supreme Court in *East River* had to decide whether injury to a product itself may be brought in tort. Noting that product liability law has expanded to afford greater protection from dangerous products than is available under warranty law, the Court commented that "[i]t is clear, however, that if this development were allowed to progress too far, contract law would drown in a sea of tort." 106 S.Ct. at 2300. Justice Blackmun, writing for a unanimous Court, first examined the prevailing majority and minority views. The majority approach, exemplified by *Seely v. White Motor Co.*, 63 Cal.2d 9, 45 Cal.Rptr. 17, 403 P.2d 145 (1965) (defective truck), held that preserving a proper role for the law of warranty precludes imposing tort liability if a defective product causes purely monetary harm. *East River*, 106 S.Ct. at 2301 (also citing *Jones & Laughlin Steel Corp. v. Johns-*

Manville Sales Corp., 626 F.2d 280, 287 and n. 13 (3d Cir.1980). Justice Blackmun then reviewed the minority approach, whose progenitor, *Santor v. A and M Karagheusian, Inc.*, 44 N.J. 52, 66-67, 207 A.2d 305, 312-313 (1965) (marred carpeting), held that a manufacturer's duty to make nondefective products encompassed injury to the product itself, whether or not the defect created an unreasonable risk of harm. *Id.* The Court rejected the minority view, holding that "a manufacturer in a commercial relationship has no duty under either a negligence or strict products-liability theory to prevent a product from injuring itself." *Id.*

Explaining why the Court had arrived at the public policy judgment that there should be no tort remedy for economic loss, Justice Blackmun wrote that repair costs, decreased value and lost profit are "essentially the failure of the purchaser to receive the benefit of its bargain—traditionally the core concern of contract law." *East River*, 106 S.Ct. at 2302. After examining the law's policy concern for spreading costs in products liability cases, Justice Blackmun went on to broader contract law concerns:

Contract law, and the law of warranty in particular, is well suited to commercial controversies of the sort involved in this case because the parties may set the terms of their own agreements. The manufacturer can restrict its liability, within limits, by disclaiming warranties or limiting remedies. See UCC §§ 2-316, 2-719. In exchange, the purchaser pays less for the product. Since a commercial situation generally does not involve large disparities in bargaining power, *cf. Henningsen v. Bloomfield Motors, Inc.*, 32 N.J. 358, 161 A.2d 69 (1960), we see no *290 reason to intrude into the parties' allocation of risk.

Id., 106 S.Ct. at 2303.

In *Aloe Coal Co. v. Clark Equipment Co.*, the purchaser of a tractor shovel which was destroyed by a fire of unknown origin brought an action against the manufacturer based on three theories: negligence, strict liability, and breach of warranty. 816 F.2d 110 (3d Cir.1987). The Third Circuit was obliged to apply Pennsylvania law to the case and decided that even though *East River* was an interpretation of federal admiralty law, the United States Supreme Court's analysis was so persuasive that it would be followed by Pennsylvania courts in land-based contract cases. The circuit court concluded that Pennsylvania courts would "reaffirm their lack of hospitality to tort liability for purely economic loss." 816 F.2d at 119.

The Third Circuit's opinion noted that the *East River* decision "focused on the realities of the marketplace and recognized the *quid pro quo* of modern arm's length commercial transactions of the character now before us." *Id.* at 118. It praised the Supreme Court's analysis which "identified, examined, and evaluated controlling dogma, doctrine, and fundamental principles of tort and contract remedies." *Id.* It then quoted from Judge Aldisert's recent reflections on judicial philosophy:

The time has come to identify exactly what fundamentals underlie the controversy in each case, and to isolate which is the governing branch of the law's family tree. Our first step in any legal argument must be to look at the tree's trunk and main branches, rather than to concentrate on new twigs that continually sprout in all directions.

Id. (quoting Aldisert, *The House of the Law*, 19 Loy.L.A.L.Rev. 755, 764 (1986). We must do the same in this case.

PPG attempts to distinguish *East River* and *Aloe Coal* on the grounds that this is a contract for professional services, not for manufactured goods. They cite an Illinois intermediate appellate court decision which held that an architect could be liable in tort for economic loss for negligence. See *Rosos Litho Supply Corp. v. Hansen*, 123 Ill.App.3d 290, 78 Ill.Dec. 447, 462 N.E.2d 566 (1984); see also *J'Aire Corp. v. Gregory*, 157 Cal.Rptr. 407, 598 P.2d 60 (1979) (contractor can be liable to third party beneficiary of contract for damage to prospective economic advantage). PPG asserts that to find otherwise "would render the body of law regarding malpractice as meaningless." PPG's Brief in Opposition to Defendant's Motion for Partial Summary Judgment, p. 14.

We think it important to follow Judge Aldisert's counsel to "identify exactly what fundamentals underlie the controversy" in this case, and "look at the tree's trunk and main branches, rather than to concentrate on new twigs." While *East River Steamship* was an admiralty case and concerned a manufactured product, we think its examination of the proper role of contract and tort remedies has application in this dry land dispute over an engineering agreement. The Supreme Court was plainly concerned that unless bright line limits were set to check a vast expansion of tort remedies, "contract law would drown in a sea of tort." *East River*, 106 S.Ct. at 2300. We think the facts of this case present compelling circumstances for adhering to the Supreme Court's judgment that economic loss, such as we PPG alleges here, is "essentially the failure of [PPG] to receive the benefit of its bargain—traditionally the core concern of contract law." *Id.*, 106 S.Ct. at 2302.

As for the peril to "the body of law regarding malpractice," we believe the reports of its death are greatly exaggerated. The special non-contractual duties of professionals such as doctors, lawyers and architects enforced by tort law were created in part to make up for the lack of sophistication and bargaining power of those seeking these professional services. The work of such professionals often cannot be precisely defined by contract. That is not the case in this dispute. Both PPG and Sundstrand are highly professional, sophisticated corporations adept at negotiating complex agreements and allocating

risks between them. The detail of their preliminary *291 proposals, correspondence and contract attest to the arm's length nature of the negotiations and transactions and detailed expectations of the work to be performed by Sundstrand. To decline to follow the *East River/Aloe Coal* analysis because the contract at issue involved designing and testing collet fingers rather than manufacturing them would be to disregard the Supreme Court's integral understanding of the distinction between contract and tort remedies.

C. Choice of Law

In diversity cases, the federal court must apply the choice of law principles of the forum state in which it sits. *Klaxon Co. v. Stentor Electric Manufacturing Co., Inc.*, 313 U.S. 487, 61 S.Ct. 1020, 85 L.Ed. 1477 (1941); *Melville v. American Home Assurance Co.*, 584 F.2d 1306, 1308 (3d Cir.1978). Pennsylvania has adopted a flexible conflicts methodology which takes into account both the grouping of contacts with the various concerned jurisdictions and the interests and policies of the concerned jurisdictions. *Griffith v. United Air Lines, Inc.*, 416 Pa. 1, 203 A.2d 796 (1964); *Melville*, *supra*. PPG argues that this Court is obliged to apply either California, Illinois or North Carolina law to this case, since those states have the greatest interest in and contacts with the activities upon which PPG bases its suit.

PPG refers the Court to a number of California and Illinois cases which arguably support its position that economic loss can be recoverable under tort claims arising from professional services contracts. See *J'Aire Corp. v. Gregory*, 24 Cal.3d 799, 157 Cal.Rptr. 407, 598 P.2d 60 (1979) (recognizing a cause of action for negligent interference with prospective economic advantage); *Rosos Litho Supply Corp. v. Hansen*, 123 Ill.App.3d 290, 78 Ill.Dec. 447, 462 N.E.2d 566 (1984); *Bates & Rogers Constr. Corp. v. North*

Shore Sanitary Dist., 92 Ill.App.3d 90, 414 N.E.2d 1274 (1980) (engineers can be liable under negligence theory). In both California and Illinois, however, there are state supreme court decisions which support the *East River/Aloe Coal* analysis. See *Seely v. White Motor Co.*, 63 Cal.2d 9, 45 Cal.Rptr. 17, 403 P.2d 145 (1965) (discussed with approval in *East River*, 106 S.Ct. at 2301); *Moorman Manufacturing Co. v. National Tank Co.*, 91 Ill.2d 69, 61 Ill.Dec. 746, 435 N.E.2d 443 (1982). There seems to be no relevant case law on this point to date in North Carolina. Because neither California, Illinois or North Carolina have adopted a clear position in support of PPG's argument, we find it reasonable to assume that each state would likely adopt the United States Supreme Court's persuasive analysis in *East River*. We believe the choice of law on this question would result in the same conclusion, in line with *East River*, no matter whether California, Illinois or North Carolina or Pennsylvania law were to be applied. We therefore find it unnecessary to decide which of these state's law to apply. We believe that California, Illinois, North Carolina and Pennsylvania courts would all find that PPG cannot recover economic loss under tort theories in this case.

CONCLUSION

For the reasons set out above, we find that PPG cannot recover its economic losses under the tort claims alleged in Counts 2, 3, 4 and 5. We do not find there to be any *genuine* issues of *material* fact, and further find that PPG has not established the elements of a cause of action in tort. We will therefore grant Sundstrand's Motion for Partial Summary Judgment.

All Citations

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